

PURSUANT TO A.R.S. SECTION 38-431.01, THE GILA COUNTY BOARD OF SUPERVISORS WILL HOLD AN OPEN MEETING IN THE SUPERVISORS' AUDITORIUM, 1400 EAST ASH STREET, GLOBE, ARIZONA. ONE OR MORE BOARD MEMBERS MAY PARTICIPATE IN THE MEETING BY TELEPHONE CONFERENCE CALL OR BY INTERACTIVE TELEVISION VIDEO (ITV). **ANY MEMBER OF THE PUBLIC IS WELCOME TO ATTEND THE MEETING VIA ITV WHICH IS HELD AT 610 E. HIGHWAY 260, BOARD OF SUPERVISORS' CONFERENCE ROOM, PAYSON, ARIZONA.** THE AGENDA IS AS FOLLOWS:

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**REGULAR MEETING - TUESDAY, SEPTEMBER 3, 2013 - 10:00 A.M.**

1. **CALL TO ORDER - PLEDGE OF ALLEGIANCE - INVOCATION**
2. **PRESENTATIONS:**
  - A. Public recognition of five employees for August's "Spotlight on Employees" Program, as follows: Nyra Hillery, Wes Wilson, Alex Cunningham, Bianca DalMolin and Ronald Escobedo. **(Erica Raymond)**
3. **REGULAR AGENDA ITEMS:**
  - A. Information/Discussion/Action to approve an Intergovernmental Agreement between Gila County and the Gila County Community College District to provide \$250,000 in four quarterly payments for utility expenses and repair and maintenance of the College's facilities and real property at its three Globe and Payson campuses commencing July 1, 2013, and ending June 30, 2014. **(Don McDaniel)**
  - B. Information/Discussion/Action to approve, and authorize the Chairman to sign, the purchase documents with Spillman Technologies for the purchase and installation of an IBM rack-mounted server in the amount of \$48,828 and a Sentryx Geobase Module which includes on-site training and Spillman Pin Mapping in the amount of \$60,665, all of which are budgeted items in the FY 2013/2014 Sheriff's Office. **(Lisa Modglin)**
  - C. Information/Discussion/Action to approve the final distribution of \$149,903 of Gila County's Secure Rural Schools and Communities Funds (SRSC - 'Forest Fees') for FY2012-2013, namely \$144,903 to Gila County School Districts, and \$5,000 for Roads. **(Linda O'Dell)**
  - D. Information/Action/Discussion to approve an expenditure with Empire CAT in the amount of \$19,630.50 to replace the wheel tips on the 816F compactor in service at the Buckhead Mesa Landfill. **(Sharon Winters)**
  - E. Information/Discussion/Action to approve a Vending Services Grantor Agreement (Contract No. ADES14-051775) with the Arizona Department of Economic Security/Rehabilitation Services Administration/Business Enterprise Program (BEP) to utilize the services provided by BEP, to arrange for an automated snack vending machine on the 2nd floor, main lobby of the Gila County Courthouse that will be installed and serviced by a BEP Operator. Said Agreement will expire on August 31, 2028. **(Jeff Hessenius)**

- F. Information/Discussion/Action to adopt Resolution No. 13-09-01 for the roadway exchange of that property referenced in said resolution regarding Deer Farm Road, and to authorize the Chairman's signature on the Quit Claim Deed with Gary C. Landers. **(Steve Sanders)**
- G. Information/Discussion/Action to adopt Resolution No. 13-09-02 accepting Russell Road as described in Fee No. 2013-007562, Gila County Records, as a public road and to be maintained as a public roadway in the Gila County Maintained Roadway System. **(Steve Sanders)**
- H. Information/Discussion/Action to approve two letters addressed to the Director of the U.S. Fish and Wildlife Service (USFWS): (1) requesting immediate action to grant an extension to the various comment periods involved in the gray wolf delisting, the relisting of the Mexican wolf, the revision of the nonessential, experimental revised rules, and the proposed draft Environmental Impact Statement on the revision to the Mexican wolf nonessential experimental population rule; and (2) expressing grave concerns with regard to the processes that have been followed by the USFWS related to the entire Mexican Wolf Initiative. **(Jacque Griffin)**
- I. Information/Discussion/Action to adopt Policy No. BOS-COB-004-Call to the Public, which replaces Policy No. BOS-1-2009-Call to the Public to reflect a change in the format and number of the policy and a statutory reference. **(Don McDaniel)**
- 4. **CONSENT AGENDA ACTION ITEMS: (Any matter on the Consent Agenda will be removed from the Consent Agenda and discussed and voted upon as a regular agenda item upon the request of any member of the Board of Supervisors.)**
  - A. Approval of a revision to Exhibit A of Resolution No. 13-08-03, which is a listing of tax levies and tax rates for all primary and secondary taxing districts in Gila County, Arizona. (The total tax rate for Young Elementary School District No. 5 was reduced from \$6.3743 to \$6.2008 per A.R.S. § 42-17151.)
  - B. Approval of Unilateral Amendment No. 1 to Contract No. DE126007-015 between the Arizona Department of Economic Security (DES) and the Gila County Division of Community Services, Gila Employment and Special Training, whereby Section 5-DES Special Terms and Conditions was replaced with Section 5-Background Checks for Employment through the Central Registry, effective on the date of last signature through June 30, 2016.
  - C. Approval of Unilateral Amendment No. 3 and Amendment No. 4 to Contract No. DE111093-001 between the Arizona Department of Economic Security (DES) and the Gila County Division of Community Services, Gila Employment and Special Training Program, whereby Amendment No. 3 replaces Section 20.0-DES Special Terms and Conditions with Section 20.0-Background Checks for Employment through the Central Registry, and Amendment No. 4 amends Section 39.0-Confidentiality. Both amendments become effective on the date of last signature through September 30, 2015.

- D. Approval of Amendment No. 9 to Agreement No. 700518523 (Energy Wise Low Income Weatherization Program) between Arizona Public Service (APS) and the Gila County Division of Community Services, Community Action Program, whereby APS will provide funding in an amount not to exceed \$141,429 for the repairs, reconditioning, replacement or restoration of deficiencies in a customer's qualified home in order to make such homes energy efficient (Weatherization Services), to eligible citizens residing in Gila County for the period January 1, 2013, through December 31, 2013.
- E. Adoption of an Amended Order to Call a Special Recall Election to be held on November 5, 2013, for the purpose of recalling Pleasant Valley Fire District Board Member David Braswell in order to change the location of the replacement site from the Young Public Library to the Pleasant Valley Community Center.
- F. Acknowledgment of the resignation of Lee Wright from the Beaver Valley Fire District and the appointment of Sarah McAnerny to fulfill Mr. Wright's unexpired term of office ending on December 31, 2016.
- G. Acknowledgment of the resignation of Joe Stapleton from the Tri-City Fire District and the appointment of John H. Chism to fulfill Mr. Stapleton's unexpired term of office ending on December 31, 2014.
- H. Approval of the appointment of the following precinct committee persons as submitted by the Gila County Republican Committee: Payson #5-Thomas E. Christy, and Payson #5-Anita Louise Christy.
- I. Approval of three Special Event Liquor License Applications submitted by the Lions Club of Globe, Arizona, Inc. to serve liquor on September 19, 2013, September 20, 2013, and September 21, 2013, at the Gila County Fairgrounds during the Gila County Fair.
- J. Approval of a Special Event Liquor License Application submitted by Arizona State Parks Foundation to serve liquor during a fund-raiser event for Friends of Tonto Natural Bridge State Park, an affiliate of Arizona State Parks Foundation, on October 19, 2013, for the benefit of Arizona State Parks Foundation.
- K. Acknowledgment of the July 2013 monthly activity report submitted by the Payson Regional Constable's Office.
- L. Acknowledgement of the July 2013 monthly activity report submitted by the Clerk of the Superior Court's Office.
- M. Approval of the July 30, 2013, August 6, 2013, and August 19, 2013, Board of Supervisors' meeting minutes.
- N. Acknowledgment of Human Resources reports for the weeks of August 6, 2013, August 13, 2013, August 20, 2013, and August 27, 2013.

- O. Acknowledgment of contracts under \$50,000 which have been approved by the County Manager for the weeks of August 5, 2013, to August 9, 2013; and August 12, 2013, to August 16, 2013.
  - P. Approval of finance reports/demands/transfers for the weeks of August 27, 2013, and September 3, 2013.
5. **CALL TO THE PUBLIC:** Call to the Public is held for public benefit to allow individuals to address the Board of Supervisors on any issue within the jurisdiction of the Board of Supervisors. Board members may not discuss items that are not specifically identified on the agenda. Therefore, pursuant to Arizona Revised Statute §38-431.01(H), at the conclusion of an open call to the public, individual members of the Board of Supervisors may respond to criticism made by those who have addressed the Board, may ask staff to review a matter or may ask that a matter be put on a future agenda for further discussion and decision at a future date.
6. At any time during this meeting pursuant to A.R.S. §38-431.02(K), members of the Board of Supervisors and the Chief Administrator may present a brief summary of current events. No action may be taken on issues presented.

IF SPECIAL ACCOMMODATIONS ARE NEEDED, PLEASE CONTACT THE RECEPTIONIST AT (928) 425-3231 AS EARLY AS POSSIBLE TO ARRANGE THE ACCOMMODATIONS. FOR TTY, PLEASE DIAL 7-1-1 TO REACH THE ARIZONA RELAY SERVICE AND ASK THE OPERATOR TO CONNECT YOU TO (928) 425-3231.

THE BOARD MAY VOTE TO HOLD AN EXECUTIVE SESSION FOR THE PURPOSE OF OBTAINING LEGAL ADVICE FROM THE BOARD'S ATTORNEY ON ANY MATTER LISTED ON THE AGENDA PURSUANT TO A.R.S. SECTION 38-431.03(A)((3)

THE ORDER OR DELETION OF ANY ITEM ON THIS AGENDA IS SUBJECT TO MODIFICATION AT THE MEETING

**ARF-2030**

**Presentation Agenda Item 2. A.**

**Regular BOS Meeting**

**Meeting Date:** 09/03/2013

Submitted For: Linda Submitted By:

Eastlick,  
Human  
Resources  
Director

Erica Raymond, Human Resources Assistant,  
Human Resources

Department: Human Resources

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Information

Request/Subject

August 2013 "Spotlight on Employees" Program.

Background Information

The purpose of this program is to provide recognition to employees for the following qualities: teamwork, quality, morale building, integrity, customer service and initiative.

Evaluation

n/a

Conclusion

n/a

Recommendation

To allow the Human Resources Department to publicly recognize five employees for August 2013 through the County's "Spotlight on Employees" Program.

Suggested Motion

Public recognition of five employees for August's "Spotlight on Employees" Program, as follows: Nyra Hillery, Wes Wilson, Alex Cunningham, Bianca DalMolin and Ronald Escobedo. **(Erica Raymond)**

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**ARF-2003**

**Regular Agenda Item 3. A.**

**Regular BOS Meeting**

**Meeting Date:** 09/03/2013

Submitted For: Don McDaniel Jr., County Manager  
Submitted By: Dana Sgroi, Contracts Support Specialist, Finance Department

Department: County Manager

Fiscal Year: 2013-2014      Budgeted?: Yes

Contract Dates July 1, 2013 - Grant?: No

Begin & End: June 30, 2014

Matching No      Fund?: New  
Requirement?:

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Information

Request/Subject

Intergovernmental Agreement between Gila County and Gila County Community College District for Maintenance of College Facilities

Background Information

On November 15, 2011, Gila County deeded all of its interest in the buildings and real property upon which Gila County Community College campuses are located to the College's governing board. Prior to that action, the County assumed the responsibility for all maintenance, utilities and communication services at the Gila Pueblo Campus, Occupational Center and Payson Campus.

The County and College jointly acknowledged that: (1) poor economic conditions had led to a dramatic decrease in funding to the College and that (2) preservation of the College's presence within the County was of vital importance in workforce development. The County and the College wanted to avoid cuts in services and classes by allowing the College to expend its limited resources in furtherance of educational opportunities, vocational preparation for a changing job market, and small business development and not on utilities and building maintenance.

On February 7, 2012, the Board of Supervisors approved an Intergovernmental Agreement (IGA) in the amount of \$135,000 for utilities, communication services and maintenance of the facilities and real property of Gila County Community College for the period November 16, 2011, through June 30, 2012.

On August 20, 2012, the Board of Supervisors approved an IGA in the amount of \$275,000 for utilities, communication services and maintenance of the facilities and real property of Gila County Community College for the period of July 1, 2012, to June 30, 2013.

Evaluation

Economic conditions have not improved significantly since the original understanding. Because the College and the County have a mutual interest in economic development, they desire to continue the previous relationship in an IGA in order for the College to continue to focus on vocational education and retraining of dislocated workers.

The College and the County have a long standing partnership which has existed solely to provide educational and vocational opportunities for Gila County residents of all ages. Approval of this IGA will continue that relationship and will allow the College to focus its efforts on preparing young people for a job market that has changed markedly as a result of technology and retraining mature workers to reenter that job market.

The County will provide \$250,000 in quarterly payments of \$62,500 for utilities, communication services and maintenance of the facilities and real property of Gila County Community College. The College agrees to enhance its vocational training curriculum to prepare County residents to enter the job market.

#### Conclusion

Approval of this IGA will allow the County to continue to partner with Gila County Community College to promote economic development in Gila County. The term of this IGA is from July 1, 2013, to June 30, 2014.

#### Recommendation

Staff recommends approval of this IGA between the Gila County Community College District and Gila County.

#### Suggested Motion

Information/Discussion/Action to approve an Intergovernmental Agreement between Gila County and the Gila County Community College District to provide \$250,000 in four quarterly payments for utility expenses and repair and maintenance of the College's facilities and real property at its three Globe and Payson campuses commencing July 1, 2013, and ending June 30, 2014. **(Don McDaniel)**

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#### Attachments

Intergovernmental Agreement-Preservation of Educational Facilities FYE 13-14

Intergovernmental Agreement-Preservation of Educational Facilities FYE 12-13

Legal Explanation

**INTERGOVERNMENTAL AGREEMENT  
BETWEEN  
THE GILA COUNTY COMMUNITY COLLEGE DISTRICT (PROVISIONAL)  
AND  
GILA COUNTY  
PERTAINING TO ECONOMIC DEVELOPMENT  
AND PRESERVATION OF EDUCATIONAL FACILITIES**

This Intergovernmental Agreement is made and entered into by and between **GILA COMMUNITY COLLEGE DISTRICT** ("College"), a provisional Arizona community college district pursuant to A.R.S. §§15-1409, and **GILA COUNTY** ("County"), a political subdivision of the State of Arizona, hereinafter collectively referred to as "the Parties."

**RECITALS**

**WHEREAS**, this Intergovernmental Agreement ("IGA") is authorized pursuant to A.R.S. §§ 11-951, et seq., A.R.S. § 11-254.04 and A.R.S. § 15-1444; and,

**WHEREAS**, the Parties have a mutual interest in economic development in Gila County as a result of the downturn in the national economy; and,

**WHEREAS**, Gila County residents have been affected by the economic downturn and are in need of vocational and skills training; and,

**WHEREAS**, College is engaged in the provision of secondary education services and additionally provides vocational training, retraining and small business development opportunities for Gila County residents; and,

**WHEREAS**, prior to November 15, 2011, County held title to and had the financial responsibility for maintaining the facilities and real property upon which College's Globe and Payson campuses are located; and,

**WHEREAS**, the Parties have a mutual interest in best management practices of preserving the College's buildings and facilities; and,

**WHEREAS**, the Gila County Board of Supervisors has determined to assist the College with the preservation of education facilities;

**NOW, THEREFORE**, in consideration of the mutual covenants contained herein, the Parties agree as follows:

I. County agrees to financially assist College with the preservation of educational facilities listed in Paragraph IV below, in an amount not to exceed Two Hundred Fifty Thousand (\$250,000) dollars under the payment schedule listed in Paragraph II below.

II. County agrees payment will be made to the College in accordance with the below payment schedule:

Payment 1	October 1, 2013	\$62,500.00
Payment 2	January 1, 2014	\$62,500.00
Payment 3	April 1, 2014	\$62,500.00
Payment 4	June 30, 2014	\$62,500.00

III. The term of this agreement shall be from July 1, 2013, to June 30, 2014.

IV. College agrees to enhance/improve its vocational training curriculum in order to prepare young people to enter the current job market and to address reemployment of Gila County residents affected by corporate layoffs and small business closures.

V. College's facilities include:

Gila Pueblo Campus  
8274 S. Six Shooter Canyon Road  
Globe, Arizona 85501

Occupational Center (*commonly known as "the Armory"*)  
4053 E. Hwy 60-70, Building A  
Miami, Arizona 85539

Rim Country Campus  
201 Mud Springs Road  
Payson, AZ 85541

VI. Representatives of the Parties:

The Gila County Manager and the College's Senior Dean, or their designee, shall serve as their entity's respective representative.

VII. General Provisions:

a. Should a dispute arise regarding the interpretation of this IGA, the Representatives of the Parties shall attempt to resolve the same within five (5) days. If unable to do so, the Chairman of the Board of Supervisors and the President of the Governing Board shall make such efforts, as necessary, to resolve any such dispute. The terms of a resolution to any dispute arising out of this IGA shall be substantiated in writing.

b. Any dispute not resolved pursuant to paragraph (1) of this Section shall be submitted to arbitration as set forth I A.R.S. §12-1518.

c. This IGA may be terminated in accordance with the provisions of A.R.S. §38-511.

- d. All notices or demands upon the Parties shall be in writing and delivered to:

Gila Community College  
8274 Six Shooter Canyon Road  
Globe, Arizona 85501

or

P.O. Box 2656  
Globe, Arizona 85502

Gila County  
Procurement Group  
1400 East Ash Street  
Globe, Arizona 85501

- e. Attached hereto and incorporated herein by reference is the determination of each Party's legal counsel of their respective authority to enter into this IGA and, further, that the IGA is in proper form.

- f. Legal Arizona Workers Act Compliance: The County hereby warrants that it will at all times during the life of this Contract comply with all federal immigration laws applicable to the employment of their employees, and with the requirements of A.R.S. §23-214(A) (together with the "State and Federal Immigration Laws"). The County shall further ensure that each subcontractor who performs any work for the County under this contract likewise complies with the State and Federal Immigration Laws.

The County shall the right at any time to inspect the books and records of any subcontractor in order to verify such party's compliance with the State and Federal Immigration Laws.

Any breach of the County's or any subcontractor's warranty of compliance with the State and Federal Immigration Laws, or of any other provision of this section, shall be deemed to be a material breach of this Contract. If the breach is by a subcontractor, and the subcontract is suspended or terminated as a result, the County shall be required to take such steps as may be necessary to either self-perform the services that would have been provided under the subcontract or retain a replacement subcontractor as soon as possible so as not to delay project completion.

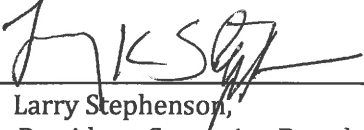
The County shall advise each subcontractor of the County's rights, and the subcontractor's obligations, under this Article by including a provision in each subcontract substantially in the following form: "Subcontractor hereby warrants that it will at all times during the term of this contract comply with all federal immigration laws applicable to Subcontractor's employees, and with the requirements of A.R.S. §23-214(A). Subcontractor further agrees that the County may inspect the Subcontractor's books and records to insure that the Subcontractor is in compliance with these requirements. Any breach of this paragraph by Subcontractor will be deemed to be a material breach of this contract subjecting Subcontractor to penalties up to and including suspension or termination of this contract."

VII. Notice of Dual Representation.

The parties to this Intergovernmental Agreement are aware that the Gila County Attorney represents, has represented, or pursuant to statutory duty may represent more than one party to this Agreement in various matters which may include the drafting or review of this Agreement. By signing this Agreement, each party specifically acknowledges that (1) the Gila County Attorney has, by this paragraph, informed each party that the Gila County Attorney believes that it will be able to provide competent and diligent representation to each party to this Agreement represented by the Gila County Attorney and its representation of each party is not prohibited by law and does not involve the assertion of a claim by one party against another party to this Agreement, (2) the party is aware of a potential conflict of interest, and (3) the party specifically waives any such claim based on the Gila County Attorney representation of other parties to this Agreement.

IN WITNESS WHEREOF, the Parties have executed this IGA this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

**GILA COMMUNITY COLLEGE**

By:   
Title: Larry Stephenson,  
President, Governing Board


Date: 8/15/13

**GILA COUNTY**

By: \_\_\_\_\_  
Title: Michael A. Pastor,  
Chairman, Board of Supervisors

Date: \_\_\_\_\_

**ATTEST**

By:   
Title: B. Stephen Cullen,  
Sr. Dean, Gila Community College District

**ATTEST**

By: \_\_\_\_\_  
Title: Marian Sheppard,  
Clerk of the Board of Supervisors

**INTERGOVERNMENTAL AGREEMENT  
DETERMINATION**

Pursuant to A.R.S. §11-952, the foregoing Intergovernmental Agreement (IGA) with **GILA COMMUNITY COLLEGE** has been submitted to the undersigned as attorney for **GILA COUNTY**. The undersigned County Attorney has determined that said IGA is in proper form and is within the powers and authority granted under the laws of the State of Arizona to **GILA COUNTY**.

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

Bradley D. Beauchamp, Gila County Attorney

By: \_\_\_\_\_  
Title: Bryan B. Chambers,  
Deputy Attorney Principal

**INTERGOVERNMENTAL AGREEMENT  
DETERMINATION**

Pursuant to A.R.S. §11-952, the foregoing Intergovernmental Agreement (IGA) with **GILA COUNTY** has been submitted to the undersigned as attorney for **GILA COMMUNITY COLLEGE**. The undersigned County Attorney has determined that said IGA is in proper form and is within the powers and authority granted under the laws of the State of Arizona to **GILA COMMUNITY COLLEGE**.

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

Bradley D. Beauchamp, Gila County Attorney

By: \_\_\_\_\_  
Title: Bryan B. Chambers,  
Deputy Attorney Principal

When recorded,  
return to:  
Marian Sheppard, BOS  
(8/20/12 #4C)

2012-010826 IGA Page: 1 of 5  
08/30/2012 11:56:22 AM Receipt #: 12-6781  
Rec Fee: \$0 Gila Co Bos  
Gila County, Az, Sadie Tomerlin Dalton, Recorder



**INTERGOVERNMENTAL AGREEMENT  
BETWEEN  
THE GILA COUNTY COMMUNITY COLLEGE DISTRICT (PROVISIONAL)  
AND  
GILA COUNTY  
PERTAINING TO ECONOMIC DEVELOPMENT  
AND PRESERVATION OF EDUCATIONAL FACILITIES**

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**RECITALS**

**WHEREAS**, this Intergovernmental Agreement ("IGA") is authorized pursuant to A.R.S. §§ 11-951, et seq., A.R.S. § 11-254.04 and A.R.S. § 15-1444; and,

**WHEREAS**, the Parties have a mutual interest in economic development in Gila County as a result of the downturn in the national economy; and,

**WHEREAS**, Gila County residents have been affected by the economic downturn and are in need of vocational and skills training; and,

**WHEREAS**, College is engaged in the provision of secondary education services and additionally provides vocational training, retraining and small business development opportunities for Gila County residents; and,

**WHEREAS**, prior to November 15, 2011, County held title to and had the financial responsibility for maintaining the facilities and real property upon which College's Globe and Payson campuses are located; and,

**WHEREAS**, the Parties have a mutual interest in best management practices of preserving the College's buildings and facilities; and,

**WHEREAS**, the Gila County Board of Supervisors has determined to assist the College with the preservation of education facilities;

**NOW, THEREFORE**, in consideration of the mutual covenants contained herein, the Parties agree as follows:

- I. County agrees to financially assist College with the preservation of educational facilities listed in Paragraph IV below, in an amount not to exceed Two Hundred Seventy-Five Thousand (\$275,000) dollars under the payment schedule listed in Paragraph II below.
- II. County agrees payment will be made to the College in accordance with the below payment schedule:

Payment 1	October 1, 2012	\$68,750.00
Payment 2	January 1, 2013	\$68,750.00
Payment 3	April 1, 2013	\$68,750.00
Payment 4	June 30, 2013	\$68,750.00

- III. The term of this agreement shall be from July 1, 2012, to June 30, 2013.
- IV. College agrees to enhance/improve its vocational training curriculum in order to prepare young people to enter the current job market and to address reemployment of Gila County residents affected by corporate layoffs and small business closures.
- V. College's facilities include:
  - Gila Pueblo Campus  
8274 S. Six Shooter Canyon Road  
Globe, Arizona 85501
  - Occupational Center (*commonly known as "the Armory"*)  
4053 E. Hwy 60-70, Building A  
Miami, Arizona 85539
  - Rim Country Campus  
201 Mud Springs Road  
Payson, AZ 85541
- VI. Representatives of the Parties:  
The Gila County Manager and the College's Senior Dean, or their designee, shall serve as their entity's respective representative.

- VII. General Provisions:
  - a. Should a dispute arise regarding the interpretation of this IGA, the Representatives of the Parties shall attempt to resolve the same within five (5) days. If unable to do so, the Chairman of the Board of Supervisors and the President of the Governing Board shall make such efforts, as necessary, to resolve any such dispute. The terms of a resolution to any dispute arising out of this IGA shall be substantiated in writing.
  - b. Any dispute not resolved pursuant to paragraph (1) of this Section shall be submitted to arbitration as set forth I A.R.S. §12-1518.
  - c. This IGA may be terminated in accordance with the provisions of A.R.S. §38-511.

- d. All notices or demands upon the Parties shall be in writing and delivered to:

Gila Community College  
8274 Six Shooter Canyon Road  
Globe, Arizona 85501

or

P.O. Box 2656  
Globe, Arizona 85502

Gila County  
Procurement Group  
1400 East Ash Street  
Globe, Arizona 85501

- e. Attached hereto and incorporated herein by reference is the determination of each Party's legal counsel of their respective authority to enter into this IGA and, further, that the IGA is in proper form.
- f. Anti-Terrorism Warranty: Pursuant to A.R.S. §§ 35-391.06(A) and 35-393.06(B), the Parties certify that they do not have scrutinized business operations in Iran or Sudan and that they are in compliance with the Export Administration Act and not on the Excluded Parties List.
- g. Legal Arizona Workers Act Compliance: The County hereby warrants that it will at all times during the life of this Contract comply with all federal immigration laws applicable to the employment of their employees, and with the requirements of A.R.S. §23-214(A) (together with the "State and Federal Immigration Laws"). The County shall further ensure that each subcontractor who performs any work for the County under this contract likewise complies with the State and Federal Immigration Laws.

The County shall the right at any time to inspect the books and records of any subcontractor in order to verify such party's compliance with the State and Federal Immigration Laws.

Any breach of the County's or any subcontractor's warranty of compliance with the State and Federal Immigration Laws, or of any other provision of this section, shall be deemed to be a material breach of this Contract. If the breach is by a subcontractor, and the subcontract is suspended or terminated as a result, the County shall be required to take such steps as may be necessary to either self-perform the services that would have been provided under the subcontract or retain a replacement subcontractor as soon as possible so as not to delay project completion.

The County shall advise each subcontractor of the County's rights, and the subcontractor's obligations, under this Article by including a provision in each subcontract substantially in the following form: "Subcontractor hereby warrants that it will at all times during the term of this contract comply with all federal immigration laws applicable to Subcontractor's employees, and with the requirements of A.R.S. §23-214(A). Subcontractor further agrees that the County may inspect the Subcontractor's books and records to insure that the Subcontractor is in compliance with these requirements. Any breach of this paragraph by Subcontractor will be deemed to be a material breach of this contract subjecting Subcontractor to penalties up to and including suspension or termination of this contract."



VII. Notice of Dual Representation.

The parties to this Intergovernmental Agreement are aware that the Gila County Attorney represents, has represented, or pursuant to statutory duty may represent more than one party to this Agreement in various matters which may include the drafting or review of this Agreement. By signing this Agreement, each party specifically acknowledges that (1) the Gila County Attorney has, by this paragraph, informed each party that the Gila County Attorney believes that it will be able to provide competent and diligent representation to each party to this Agreement represented by the Gila County Attorney and its representation of each party is not prohibited by law and does not involve the assertion of a claim by one party against another party to this Agreement, (2) the party is aware of a potential conflict of interest, and (3) the party specifically waives any such claim based on the Gila County Attorney representation of other parties to this Agreement.

IN WITNESS WHEREOF, the Parties have executed this IGA this 20<sup>th</sup> day of August, 2012.

GILA COMMUNITY COLLEGE

By: [Signature]  
Title: Larry Stephenson,  
President, Governing Board

Date: 8/1/12

GILA COUNTY

By: [Signature]  
Title: Tommie Cline Martin,  
Chairman, Board of Supervisors

Date: 8/20/12

ATTEST

By: [Signature]  
Title: B. Stephen Cullen,  
Sr. Dean, Gila Community College District

ATTEST

By: [Signature]  
Title: Marian Sheppard,  
Chief Deputy Clerk of the Board

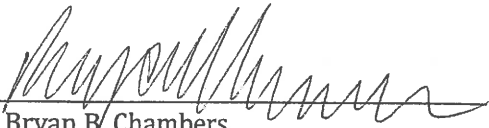


INTERGOVERNMENTAL AGREEMENT  
DETERMINATION

Pursuant to A.R.S. §11-952, the foregoing Intergovernmental Agreement (IGA) with **GILA COMMUNITY COLLEGE** has been submitted to the undersigned as attorney for **GILA COUNTY**. The undersigned County Attorney has determined that said IGA is in proper form and is within the powers and authority granted under the laws of the State of Arizona to **GILA COUNTY**.

DATED this 20<sup>th</sup> day of August, 2012.

Daisy Flores, Gila County Attorney

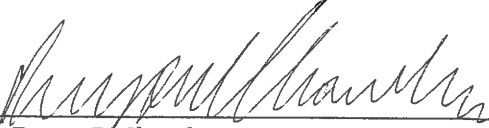
By:   
Title: Bryan B. Chambers,  
Chief Deputy County Attorney

INTERGOVERNMENTAL AGREEMENT  
DETERMINATION

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DATED this 20<sup>th</sup> day of August, 2012.

Daisy Flores, Gila County Attorney

By:   
Title: Bryan B. Chambers,  
Chief Deputy County Attorney



*GILA COUNTY ATTORNEY*  
*Bradley D. Beauchamp*

Re: County Attorney's Office approval of IGA pursuant to A.R.S. § 11-952(D).

To whom it may concern:

The County Attorney's Office has reviewed the Intergovernmental Agreement attached to this agenda item and has determined that it is in its "proper form" and "is within the powers and authority granted under the laws of this state to such public agency or public procurement unit" pursuant to A.R.S. § 11-952(D).

**Explanation of the Gila County Attorney's Office Intergovernmental Agreement (IGA) Review**

A.R.S. § 11-952(D) requires that

every agreement or contract involving any public agency or public procurement unit of this state . . . before its execution, shall be submitted to the attorney for each such public agency or public procurement unit, who shall determine whether the agreement is in proper form and is within the powers and authority granted under the laws of this state to such public agency or public procurement unit.

In performing this review, the County Attorney's Office reviews IGAs to see that they are in "proper form" prior to their execution. "Proper form" means that the contract conforms to fundamental contract law, conforms to specific legislative requirements, and is within the powers and authority granted to the public agency. It does not mean that the County Attorney's Office approves of or supports the policy objectives contained in the IGA. That approval is solely the province of the public agency through its elected body.

Likewise, this approval is not a certification that the IGA has been properly executed. Proper execution can only be determined after all the entities entering into the IGA have taken legal action to approve the IGA. There is no statutory requirement for the County Attorney's Office to certify that IGAs are properly executed.

Nonetheless, it is imperative for each public agency to ensure that each IGA is properly executed because A.R.S. § 11-952(F) requires that "[a]ppropriate action ... applicable to the governing bodies of the participating agencies approving or extending the duration of the ... contract shall be necessary before any such agreement, contract or extension may be filed or become effective." This can be done by ensuring that the governing body gives the public proper notice of the meeting wherein action will be taken to approve the IGA, that the item is adequately described in the agenda accompanying the notice, and that the governing body takes such action. Any questions regarding whether the IGA has been properly executed may be directed to the County Attorney's Office.

Proper execution of IGAs is important because A.R.S. § 11-952(H) provides that "[p]ayment for services under this section shall not be made unless pursuant to a fully approved written contract." Additionally, A.R.S. § 11-952(I) provides that "[a] person who authorizes payment of any monies in violation of this section is liable for the monies paid plus twenty per cent of such amount and legal interest from the date of payment."

The public agency or department submitting the IGA for review has the responsibility to read and understand the IGA in order to completely understand its obligations under the IGA if it is ultimately approved by the public entity's board. This is because while the County Attorney's Office can approve the IGA as to form, the office may not have any idea whether the public agency has the capacity to actually comply with its contractual obligations. Also, the County Attorney's Office does not monitor IGA compliance. Hence the public entity or submitting department will need to be prepared to monitor their own compliance. A thorough knowledge of the provisions of the IGA will be necessary to monitor compliance.

Before determining whether an IGA contract "is in proper form," the County Attorney's Office will answer any questions or concerns the public agency has about the contract. It is the responsibility of the public agency or department submitting the IGA for review to ask any specific questions or address any concerns it has about the IGA to the County Attorney's Office at the same time they submit the IGA for review. Making such an inquiry also helps improve the County Attorney's Office review of the IGA because it will help focus the review on specific issues that are of greatest concern to the public agency. Failing to make such an inquiry when the agency does have issues or concerns will decrease the ability of the County Attorney's Office to meaningfully review the IGA.

**ARF-2014**

**Regular Agenda Item 3. B.**

**Regular BOS Meeting**

**Meeting Date:** 09/03/2013

Submitted For: Adam  
Shepherd,  
Sheriff

Submitted By: Dana Sgroi, Contracts Support  
Specialist, Finance Department

Department: Sheriff's Office

Fiscal Year: 2013-2014

Budgeted?: Yes

Contract Dates 06-12-13 to

Grant?: No

Begin & End: 09-30-13

Matching No

Fund?: New

Requirement?:

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Information

Request/Subject

Spillman Technologies, Inc. Server and Software Purchase

Background Information

In 2008, Gila County purchased an IBM 5.2 server for the Sheriff's Office to hold the Spillman software that the Sheriff's office utilizes. The existing Service Extension Support Agreement was due to expire in April 2013. Finance staff began the process to renew the support agreement prior to its expiration. After many emails to IBM requesting the status of Gila County's renewal request, on June 18, 2013, IBM sent a "Notice to IBM Customers" stating they had decided to withdraw from maintenance services and various other services due to changes in technology, production methods, inventories, etc. This left the Sheriff's Office server without a maintenance and support agreement.

The Notice was received in the Finance Department on June 27, 2013. It was then forwarded by Finance to Gila County's IT Department and the Sheriff's Office. The Sheriff's Office then solicited quotes from Spillman Technologies for a new server, as well as a GIS Mapping Module.

On October 5, 1999, the Board of Supervisors approved a Computer Software Support Agreement with Spillman Technologies, Inc. Per the terms of the agreement, in addition to covering software support, the agreement also covers purchases. The agreement renews automatically for successive periods of one year, unless terminated. Spillman Technologies, Inc. provides comprehensive public safety software for police departments, sheriff's offices, communications centers, fire departments and correctional facilities nationwide.

Evaluation

The Sheriff's Office received Quote No. QUO-03151-L6L4H2 on June 12, 2013, from Spillman Technologies, Inc. to replace the five-year old IBM 5.2 server that holds the Spillman software the Sheriff's Office utilizes. Spillman will be installing a new IBM AIX 8202E4C Rack Mounted Server with 8x300GB 15K RPM SAS SFF Drives, 1.5/30TB LTO-5 Tape Drive and seven tapes, a 32GB Memory, 8 Core 3.0 Ghz Power7 Processor-One Core Activated. This will expand the Sheriff's Office hard drive for data and future upgrades. As it stands, the Spillman server storage is 70% full. Spillman will be moving the stored data from the old server to the new server. The maintenance agreement is for three years and covers 24 hours/7days a week tech service through IBM. The Sheriff's Office uses Spillman and their techs, due to security that is in place by the FBI. In order for Spillman techs to enter into the server and assist with any software movement, they have to be cleared through the Arizona Department of Public Safety and their guidelines. Spillman techs have been through the security clearance process. The price of the new server is \$48,828.

The Sheriff's Office IT Department foresaw an impending problem, given the age of the server, and allowed for this in their 2013-2014 budget. The purchase of the new server has now become a necessity, as the backup system on the existing server failed on Tuesday, July 23, 2013, and backups have to be performed manually on a daily basis now, including weekends. The manual backups take 1 1/2 hours to perform, if all goes well.

Additionally, the Sheriff's Office received Quote No. 2013-AZGILSO to purchase a GIS Mapping module. There are other types of mapping software available, however, they are not compatible with the Spillman Technologies interface. The Spillman Mapping module is compatible with our existing Environmental Systems Research Institute (ESRI) software, in particular the 911 mapping feature of the software. The quote is for the purchase and installation of Sentryx Geobase Module, on-site training, and Spillman Pin Mapping. This will benefit dispatch, deputies locating addresses, Search and Rescue that will assist in searching for lost and injured. The price of the new module is \$60,665.

The cost of \$109,493.00 for both of these items, has been included in the 2013-2014 Sheriff's budget.

### Conclusion

The immediate need has arisen to replace the existing five-year old IBM server that the Sheriff's office runs their Spillman Technologies Inc. programs on. The Spillman Technologies Inc. program is a complete records management system utilized by the Sheriff's Department. The software is used to generate and run all police reports and activities; all Dispatch calls are automatically logged into Spillman; when a deputy checks in, it is automatically logged into the Spillman software so the Sheriff's Office knows where the deputy is at all times; the jail uses the software for booking, releasing and housing inmates; all evidence gets logged into it and all UCR reporting to the FBI is generated from this system.

Derrick Graff, Sr. Account Manager for CDW-G, which is another Technology Solutions company, specializing in designing, implementing and managing technology, communication and security solutions for all branches of government for nearly thirty years, was contacted by staff from the County Finance Department, for CDW-G's perspective on whether it would be advisable to purchase a server from a different source. It was the opinion of Mr. Graff, that the Spillman Technology is a bundled solution that is best purchased as a sole source. Mr. Graff states in an email "Because of the software needs and custom configurations, it is best handled by the software provider."

#### Recommendation

It is the recommendation of the Sheriff's Office to approve the purchase of a new server from Spillman Technologies, Inc. and to approve the purchase of the GIS Mapping module from Spillman Technologies, Inc.

#### Suggested Motion

Information/Discussion/Action to approve, and authorize the Chairman to sign, the purchase documents with Spillman Technologies for the purchase and installation of an IBM rack-mounted server in the amount of \$48,828 and a Sentryx Geobase Module which includes on-site training and Spillman Pin Mapping in the amount of \$60,665, all of which are budgeted items in the FY 2013/2014 Sheriff's Office. **(Lisa Modglin)**

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#### Attachments

Spillman Agreement QUO-03151-L6L4H2

Spillman Agreement 2013-AZGILSO

Computer Software Support Agreement 08-27-99

IBM Cancellation of services notice

County Sole Source Information

Spillman Technologies Sole Source Letter Gila County 073113

CDW-G Statement re Spillman as Sole Source

Legal Explanation

## Quote and Purchase Addendum

Quoted Date: June 12, 2013

Quote Number: QUO-03151-L6L4H2

Quote Expiration Date: September 30, 2013

Prepared By: Billy Duncan

### Services Included

- **First-year Maintenance** – For the specific module(s) listed in this document, all upgrades and live phone support services are included for the entire first year.
- **Project Management and Installation** – Spillman will assign a Project Manager as the agency's single point of contact. This individual will coordinate Spillman's expert installation and training staff to ensure a smooth upgrade transition.

### Included in Quote

- IBM AIX 8202 E4C Rack Mounted Server
- Data Tapes
- Server Migration

### Package Quote

\$48,828

IBM AIX 8202E4C Rack Mounted Server

8x300GB 15K RPM SAS SFF Drives

1.5/3.0TB LTO-5 Tape Drive & 7 Tapes

32GB Memory, 8 Core 3.0 Ghz Power7 Processor--One Core Activated

3 Years 24x7 IBM Maintenance

On-Site Spillman Data Migration

Sales Tax Included \$3,080

The Customer's signature below constitutes its agreement to purchase the licenses, products and/or services according to the terms quoted by Spillman within this document. This document shall serve as an addendum to the Purchase Agreement previously entered into between the Customer and Spillman. The terms and conditions of the Purchase Agreement, as well as the related License Agreement and Support Agreement, shall apply to the items quoted herein.

Your estimated 2nd-year Spillman maintenance will be: \$0

## Quote and Purchase Addendum

Quoted Date:	June 12, 2013	Quote Number:	QUO-03151-L6L4H2
Quote Expiration Date:	September 30, 2013	Prepared By:	Billy Duncan

ATTACHMENT "A" BY MENTION MADE A BINDING PART OF THIS AGREEMENT AS SET FORTH HEREIN.

GILA COUNTY BOARD OF SUPERVISORS

\_\_\_\_\_  
Michael A. Pastor, Chairman  
of the Board of Supervisors

ATTEST:

\_\_\_\_\_  
Marian Sheppard, Clerk of the Board  
of Supervisors

APPROVED AS TO FORM:

\_\_\_\_\_  
Bryan B. Chambers, Deputy Attorney Principal  
for Bradley D. Beauchamp, County Attorney

SPILLMAN TECHNOLOGIES, INC.

  
\_\_\_\_\_  
Individual Authorized to Sign  
LANCE CLARK

Print Name  
PRESIDENT & CEO

\_\_\_\_\_  
Title

## **ATTACHMENT "A"**

### **Gila County Contractor Standard Terms and Conditions Addendum**

**A. Addendum Applicability:** Contractor and Gila County agree that the terms and conditions of this Addendum shall apply to and govern the contractual relationship between Contractor and Gila County and shall supplement any other contract or agreement entered into between the parties. In the event that the terms and conditions in this Addendum conflict with any provision of any other agreement entered into between the Contractor and Gila County (including a superiority provision similar to this provision), the terms and conditions of this Addendum shall control the contractual relationship between the parties and shall supersede any conflicting provisions found in any other contract or agreement. Contractor understands that acceptance of the terms and conditions contained in this Addendum are a condition precedent to entering into a contractual relationship with Gila County.

**B. Contract Defined:** As used in this Addendum, the term "Contract" shall refer to any written agreement between Gila County and a person, organization, corporation, company or other entity that provides supplies or services to Gila County regardless of the title or other name applied to that written agreement. The term includes by this reference all the terms and conditions of this Addendum.

**C. Contractor Defined:** As used in this Addendum, the term "Contractor" shall refer to a person, provider, organization, corporation, company or other entity providing supplies or services to Gila County pursuant to a written agreement regardless of the title or other name applied to "Contractor" in that written agreement.

**D. Relationship of the Parties:** Contractor is an independent contractor of the County. Contractor represents that he has or will secure, at his own expense, all personnel required in performing the services under this contract. Such personnel shall not be employees of or have any contractual relationship with the County. All personnel engaged in work under this contract shall be fully qualified and shall be authorized or permitted under State and local law to perform such services. Contractor warrants that he has obtained or will obtain Worker's Compensation Insurance for his employees working on this contract and that any subcontractors will likewise obtain Worker's Compensation Insurance for of their employees working on this contract. It is further agreed by Contractor that he shall obey all state and federal statutes, rules, and regulations which are applicable to provisions of the services called for herein. Neither Contractor nor any employee of the Contractor shall be deemed an officer, employee, or agent of the County.

**E. Non-Appropriations Clause:** Contractor acknowledges that the County is a governmental entity, and the contract validity is based upon the availability of public funding under its authority. In the event that public funds are unavailable and not appropriated for the performance of County's obligations under this contract, then this contract shall automatically expire without penalty to County after written notice to Contractor of the unavailability and non-appropriation of public funds. It is expressly agreed that the County shall only activate this non-appropriation provision as an emergency fiscal measure. The County shall not activate this non-appropriation provision for its convenience, to circumvent the requirements of this contract, or to enable the County to contract with another Contractor for the same supplies or services covered under this Addendum.

**F. Indemnification Clause:** Contractor will defend the County of Gila and its officers, officials, agents, and employees (hereinafter referred to as "Indemnitee") from and against any and all third party claims ("Claims") arising from any personal injuries, death, or damages to tangible property caused or alleged to be caused by the negligence or willful misconduct of Contractor or any of its owners, officers, directors, agents, employees or subcontractors, and will pay any final judgment or amounts agreed in settlement. This indemnity includes any Claim or amount arising out of or recovered under the Workers' Compensation Law or arising out of the failure of such Contractor to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. This indemnity excludes any Claims related to the functionality or use of, or bugs or errors in, the software provided to the County by Contractor, which shall be governed solely by the terms of the Computer Software License Agreement (as defined in Section G below). The County shall notify Contractor as soon as reasonably

possible if it becomes aware of any claim for which it may be entitled to indemnification under this section, and the County hereby gives Contractor full and complete authority and control over the defense of the claim, and shall provide such information and assistance as is necessary to enable Contractor to defend, compromise or settle such claim. Contractor will pay all costs and attorney's fees incurred in connection with the claim. It is agreed that the Contractor will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable. County may, at its option and expense, participate in the defense of the claim with separate legal counsel. Contractor is not obligated to indemnify the County to the extent any liability or damages arises out of the negligence or intentional misconduct of the County, its employees or agents. In the case of shared fault, Contractor will be responsible for and indemnify the County for Contractor's proportionate fault. The foregoing will not be construed to create any waiver of County's governmental immunity with respect to third party claims.

Contractor also agrees to defend the County against any and all third party claims, demands, lawsuits or legal actions arising out of any actual or alleged infringement of any trademark, copyright, trade secret, or U.S. patent by the Spillman Software (as defined in the License Agreement), and Contractor will pay any damages, costs and expenses (including reasonable attorneys' fees) finally awarded in such action or paid to settle the action. Contractor will not be required to indemnify County unless (i) the County promptly notifies Contractor of any such claim; (ii) the County gives Contractor sole control of the defense and all settlement negotiations, and the authority to represent the County in defending the claim; and (iii) the County provides Contractor with any information and assistance that Contractor reasonably requests in defending against the claim. The County may, at its option and expense, be represented by separate counsel in any such action. If a court or other legal authority finds that any part of the Spillman Software infringes on a third party's intellectual property rights, or if Contractor believes that it infringes, Contractor will use reasonable efforts to obtain a license under the rights that have been infringed, to modify the Spillman Software so it is no longer infringing, or to provide to the County substitute Spillman Software that is non-infringing; provided that if in Contractor's judgment such options are not commercially reasonable, Contractor may terminate the license for the Spillman Software or the infringing portion thereof upon written notice to the County. Contractor will have no liability for infringement arising out of modification of the Spillman Software by any party other than Contractor, use of an outdated version of the Spillman Software, or the combination or use of the Spillman Software with any other Spillman Software, hardware, equipment, product, or process not furnished by Contractor, if use of the Spillman Software alone and in its current, unmodified form would not have been an infringement. Contractor is not liable for any infringement claims based upon third party software or hardware. This paragraph supersedes Section 15 of the License Agreement and sets forth Contractor's entire obligation with respect to any claim for infringement or misappropriation of any third party intellectual property rights.

**G. Entire Contract Clause:** The Contractor and the County have read this Contract and agree to be bound by all of its terms, and further agree that this Contract, together with the existing Purchase Agreement, Computer Software License Agreement (the "License Agreement"), and Computer Software Support Agreement between the parties, all dated effective August 27, 1999, constitutes the entire contract between the two parties and may only be modified by a written mutual contract signed by the parties. No oral agreement or oral provision outside this Contract shall have any force or effect.

**H. Non-Waiver of Enforceability:** Failure of the County to enforce, at any time, any of the provisions of this Contract, or to request at any time performance by Contractor of any of the provisions hereof, shall in no way be construed to be a waiver of such provisions, nor in any way affect the validity of this contract or any part thereof, or the right of the County to enforce each and every provision.

**I. Severability:** If any provision of this Agreement is held unenforceable, all remaining provisions of this Contract shall remain in full force and effect.

**J. Governing Law:** Both parties agree that this Contract shall be governed by the laws of the state of Arizona. The parties further agree that the jurisdiction for any legal disputes arising out of this Contract shall be the Superior Court of the State of Arizona. The parties agree that even if this Contract does not specifically reference any provision required by state or federal law, those state and federally required provisions are incorporated into this Contract by this reference as though they were specifically listed herein.

**K. Cancellation:** This contract is subject to the cancellation provisions of A.R.S. §38-511.

**L. Legal Arizona Workers Act Compliance:** Contractor hereby warrants that it will at all times during the term of this Contract comply with all federal immigration laws applicable to Contractor's employment of its employees, and with the requirements of A.R.S. § 41-4401 and 23-214(A) (together the "State and Federal Immigration Laws"). Contractor shall further ensure that each subcontractor who performs any work for Contractor under this contract likewise complies with the State and Federal Immigration Laws.

County shall have the right at any time to inspect the books and records of Contractor and any subcontractor in order to verify such party's compliance with the State and Federal Immigration Laws.

Any breach of Contractor's or any subcontractor's warranty of compliance with the State and Federal Immigration Laws, or of any other provision of this section, shall be deemed to be a material breach of this Contract subjecting Contractor to penalties up to and including suspension or termination of this Contract. If the breach is by a subcontractor, and the subcontract is suspended or terminated as a result, Contractor shall be required to take such steps as may be necessary to either self-perform the services that would have been provided under the subcontract or retain a replacement subcontractor as soon as possible so as not to delay project completion.

**GILA COUNTY BOARD OF SUPERVISORS**

\_\_\_\_\_  
Michael A. Pastor, Chairman of the Board of Supervisors

**ATTEST:**

\_\_\_\_\_  
Marian Sheppard, Clerk of the Board of Supervisors

**SPILLMAN TECHNOLOGIES, INC.**

By:   
\_\_\_\_\_  
Individual Authorized to Sign

\_\_\_\_\_  
LANCE CLARK  
Print Name

\_\_\_\_\_  
PRESIDENT & CEO  
Title

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Bryan B. Chambers, Deputy Attorney Principal  
for Bradley D. Beauchamp, County Attorney

# System enhancement

Quote and Purchase Addendum



Quote Expiration Date September 30, 2013  
Quote Number 2013-AZGILSO-

## services included

- ▶ First-Year Maintenance – For the specific module(s) listed in this document, all upgrades and live phone support services are included for the entire first year. Second-year maintenance is estimated below.
- ▶ Project Management and Installation – A Project Manager will be assigned to be your single point of contact to coordinate our expert installation and training staff to ensure a smooth upgrade transition.
- ▶ Training – Whether it's on-site, web based, or via our training database, if training is required for this purchase, all of the necessary training costs are included in this quote.

## modules included

package quote

▶ \$60,665

- ▶ Spillman Sentryx Geobase Module
  - ArcServer Required for Sentryx Geobase--Not Included
- ▶ On-Site Training Included
- ▶ Spillman Pin Mapping--6 Seats
- ▶ 8.60% Sales Tax Included \$4,804

Upon signature by Customer below, Customer agrees to purchase the licenses, products and/or services upon the terms as quoted in this document by Spillman, and this document shall constitute an addendum to the Purchase Agreement previously entered into between the Customer and Spillman. The terms and conditions of such Purchase Agreement, as well as the related License Agreement and Support Agreement, shall apply to the items quoted in this document.

Customer's Name

By:

Authorized representative of Customer

Print Name and Title

Date

Estimated 2nd-year maintenance \$2,697

Standard payment terms include full-project invoicing upon document processing. Any non-standard payment terms must be included in writing above. Confidential and proprietary information of Spillman Technologies, Inc. © 2010

4625 West Lake Park Blvd., Salt Lake City, UT 84120 phone 801.902.1200 fax 801.902.1210

System

# enhancement

Quote and Purchase Addendum



Quote Expiration Date September 30, 2013  
Quote Number 2013-A7GII SQ-

ATTACHMENT "A" BY MENTION MADE A BINDING PART OF THIS AGREEMENT AS SET FORTH HEREIN.

GILA COUNTY BOARD OF SUPERVISORS

\_\_\_\_\_  
Michael A. Pastor, Chairman  
of the Board of Supervisors

ATTEST:

\_\_\_\_\_  
Marian Sheppard, Clerk of the Board  
of Supervisors  
APPROVED AS TO FORM:

\_\_\_\_\_  
Bryan B. Chambers, Deputy Attorney Principal  
for Bradley D. Beauchamp, County Attorney

SPILLMAN TECHNOLOGIES, INC.

\_\_\_\_\_  
Individual Authorized to Sign  
LANCE CLARK

Print Name  
PRESIDENT & CEO

Title

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4625 West Lake Park Blvd., Salt Lake City, UT 84120 phone 801.902.1200 fax 801.902.1210

## **ATTACHMENT "A"**

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**B. Contract Defined:** As used in this Addendum, the term "Contract" shall refer to any written agreement between Gila County and a person, organization, corporation, company or other entity that provides supplies or services to Gila County regardless of the title or other name applied to that written agreement. The term includes by this reference all the terms and conditions of this Addendum.

**C. Contractor Defined:** As used in this Addendum, the term "Contractor" shall refer to a person, provider, organization, corporation, company or other entity providing supplies or services to Gila County pursuant to a written agreement regardless of the title or other name applied to "Contractor" in that written agreement.

**D. Relationship of the Parties:** Contractor is an independent contractor of the County. Contractor represents that he has or will secure, at his own expense, all personnel required in performing the services under this contract. Such personnel shall not be employees of or have any contractual relationship with the County. All personnel engaged in work under this contract shall be fully qualified and shall be authorized or permitted under State and local law to perform such services. Contractor warrants that he has obtained or will obtain Worker's Compensation Insurance for his employees working on this contract and that any subcontractors will likewise obtain Worker's Compensation Insurance for of their employees working on this contract. It is further agreed by Contractor that he shall obey all state and federal statutes, rules, and regulations which are applicable to provisions of the services called for herein. Neither Contractor nor any employee of the Contractor shall be deemed an officer, employee, or agent of the County.

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**F. Indemnification Clause:** Contractor will defend the County of Gila and its officers, officials, agents, and employees (hereinafter referred to as "Indemnitee") from and against any and all third party claims ("Claims") arising from any personal injuries, death, or damages to tangible property caused or alleged to be caused by the negligence or willful misconduct of Contractor or any of its owners, officers, directors, agents, employees or subcontractors, and will pay any final judgment or amounts agreed in settlement. This indemnity includes any Claim or amount arising out of or recovered under the Workers' Compensation Law or arising out of the failure of such Contractor to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. This indemnity excludes any Claims related to the functionality or use of, or bugs or errors in, the software provided to the County by Contractor, which shall be governed solely by the terms of the Computer Software License Agreement (as defined in Section G below). The County shall notify Contractor as soon as reasonably

possible if it becomes aware of any claim for which it may be entitled to indemnification under this section, and the County hereby gives Contractor full and complete authority and control over the defense of the claim, and shall provide such information and assistance as is necessary to enable Contractor to defend, compromise or settle such claim. Contractor will pay all costs and attorney's fees incurred in connection with the claim. It is agreed that the Contractor will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable. County may, at its option and expense, participate in the defense of the claim with separate legal counsel. Contractor is not obligated to indemnify the County to the extent any liability or damages arises out of the negligence or intentional misconduct of the County, its employees or agents. In the case of shared fault, Contractor will be responsible for and indemnify the County for Contractor's proportionate fault. The foregoing will not be construed to create any waiver of County's governmental immunity with respect to third party claims.

Contractor also agrees to defend the County against any and all third party claims, demands, lawsuits or legal actions arising out of any actual or alleged infringement of any trademark, copyright, trade secret, or U.S. patent by the Spillman Software (as defined in the License Agreement), and Contractor will pay any damages, costs and expenses (including reasonable attorneys' fees) finally awarded in such action or paid to settle the action. Contractor will not be required to indemnify County unless (i) the County promptly notifies Contractor of any such claim; (ii) the County gives Contractor sole control of the defense and all settlement negotiations, and the authority to represent the County in defending the claim; and (iii) the County provides Contractor with any information and assistance that Contractor reasonably requests in defending against the claim. The County may, at its option and expense, be represented by separate counsel in any such action. If a court or other legal authority finds that any part of the Spillman Software infringes on a third party's intellectual property rights, or if Contractor believes that it infringes, Contractor will use reasonable efforts to obtain a license under the rights that have been infringed, to modify the Spillman Software so it is no longer infringing, or to provide to the County substitute Spillman Software that is non-infringing; provided that if in Contractor's judgment such options are not commercially reasonable, Contractor may terminate the license for the Spillman Software or the infringing portion thereof upon written notice to the County. Contractor will have no liability for infringement arising out of modification of the Spillman Software by any party other than Contractor, use of an outdated version of the Spillman Software, or the combination or use of the Spillman Software with any other Spillman Software, hardware, equipment, product, or process not furnished by Contractor, if use of the Spillman Software alone and in its current, unmodified form would not have been an infringement. Contractor is not liable for any infringement claims based upon third party software or hardware. This paragraph supersedes Section 15 of the License Agreement and sets forth Contractor's entire obligation with respect to any claim for infringement or misappropriation of any third party intellectual property rights.

**G. Entire Contract Clause:** The Contractor and the County have read this Contract and agree to be bound by all of its terms, and further agree that this Contract, together with the existing Purchase Agreement, Computer Software License Agreement (the "License Agreement"), and Computer Software Support Agreement between the parties, all dated effective August 27, 1999, constitutes the entire contract between the two parties and may only be modified by a written mutual contract signed by the parties. No oral agreement or oral provision outside this Contract shall have any force or effect.

**H. Non-Waiver of Enforceability:** Failure of the County to enforce, at any time, any of the provisions of this Contract, or to request at any time performance by Contractor of any of the provisions hereof, shall in no way be construed to be a waiver of such provisions, nor in any way affect the validity of this contract or any part thereof, or the right of the County to enforce each and every provision.

**I. Severability:** If any provision of this Agreement is held unenforceable, all remaining provisions of this Contract shall remain in full force and effect.

**J. Governing Law:** Both parties agree that this Contract shall be governed by the laws of the state of Arizona. The parties further agree that the jurisdiction for any legal disputes arising out of this Contract shall be the Superior Court of the State of Arizona. The parties agree that even if this Contract does not specifically reference any provision required by state or federal law, those state and federally required provisions are incorporated into this Contract by this reference as though they were specifically listed herein.

**K. Cancellation:** This contract is subject to the cancellation provisions of A.R.S. §38-511.

**L. Legal Arizona Workers Act Compliance:** Contractor hereby warrants that it will at all times during the term of this Contract comply with all federal immigration laws applicable to Contractor's employment of its employees, and with the requirements of A.R.S. § 41-4401 and 23-214(A) (together the "State and Federal Immigration Laws"). Contractor shall further ensure that each subcontractor who performs any work for Contractor under this contract likewise complies with the State and Federal Immigration Laws.

County shall have the right at any time to inspect the books and records of Contractor and any subcontractor in order to verify such party's compliance with the State and Federal Immigration Laws.

Any breach of Contractor's or any subcontractor's warranty of compliance with the State and Federal Immigration Laws, or of any other provision of this section, shall be deemed to be a material breach of this Contract subjecting Contractor to penalties up to and including suspension or termination of this Contract. If the breach is by a subcontractor, and the subcontract is suspended or terminated as a result, Contractor shall be required to take such steps as may be necessary to either self-perform the services that would have been provided under the subcontract or retain a replacement subcontractor as soon as possible so as not to delay project completion.

**GILA COUNTY BOARD OF SUPERVISORS**

\_\_\_\_\_  
Michael A. Pastor, Chairman of the Board of Supervisors

**ATTEST:**

\_\_\_\_\_  
Marian Sheppard, Clerk of the Board of Supervisors

**SPILLMAN TECHNOLOGIES, INC.**

By:   
Individual Authorized to Sign

LANCE CLARK  
Print Name

PRESIDENT & CEO  
Title

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Bryan B. Chambers, Deputy Attorney Principal  
for Bradley D. Beauchamp, County Attorney

**COMPUTER SOFTWARE SUPPORT AGREEMENT****SPILLMAN COPY**

This Support Agreement ("this Agreement") is made and entered into this 27 day of August 1999, by and between:

SPILLMAN TECHNOLOGIES, INC. ("Spillman")  
810 SOUTH 100 WEST  
LOGAN, UTAH 84321  
(435)753-1610

AND

Gila County Sheriff's Office ("Customer")  
1400 East Ash Street  
Globe, Arizona 85501  
(520)425-3231

**WITNESSETH:**

WHEREAS, Spillman and Customer entered into that certain Computer Software License Agreement dated August 27, 1999 (the "License Agreement") under which Customer obtained a non-exclusive, nontransferable license to use certain computer software in object code form and related user documentation (the "Licensed Program") on certain terms and conditions;

WHEREAS, Spillman desires to offer Customer certain services with respect to the Licensed Program on the terms and conditions set forth herein;

NOW THEREFORE, in consideration of the premises hereof, and the mutual obligations herein, the parties hereto, intending to be legally bound, hereby agree as follows:

**Section 1****DEFINITIONS**

For the purposes of this Agreement, the following definitions shall apply to the respective capitalized terms:

- 1.1 **"Purchase Agreement."** A Spillman order form identifying software modules purchased by Customer from Spillman which has been signed and accepted by Customer and has been accepted by Spillman.
- 1.2 **"Licensed Program."** The computer software known as SPILLMAN Public Safety Software® which was developed by Spillman as identified in one or more Purchase Agreements and which is the subject of the License Agreement. This specifically excludes computer software not developed by Spillman which might be used in conjunction with the SPILLMAN Public Safety Software, such as word processors, spreadsheets, terminal emulators, etc.
- 1.3 **"Agreement Term."** An initial period of fifteen (15) months commencing on the date the Spillman Purchase Agreement is signed. Thereafter, the Agreement Term shall automatically renew for successive periods of one year each unless and until terminated pursuant to Section 9 hereof. In no event, however, shall the Agreement Term extend beyond the prescribed term of the License Agreement.

- 1.4 **"Error."** Any failure of the Licensed Program to conform in all material respects to the documentation for the Licensed Program published from time to time by Spillman. However, any nonconformity resulting from Customer's misuse or improper use of the Licensed Program or combining or merging the Licensed Program with any hardware or software not supplied by Spillman, or not authorized to be so combined or merged by Spillman, shall not be considered an Error. Nor shall Licensed Program or data file damage resulting from unauthorized software alterations (including problems, errors, or malfunctions caused or created by the operator), customizing of programs, accident, neglect, power surge or failure, lightening, operating environment not in conformance with the manufacturer's specifications (for electric power, air quality, humidity or temperature), operating system errors, or hardware malfunction be considered an Error.
- 1.5 **"Error Correction."** Either a software modification or addition that, when made or added to the Licensed Program, establishes material conformity of the Licensed Program to the documentation, or a procedure or routine that, when observed in the regular operation of the Licensed Program, eliminates the practical adverse effect on Customer of such nonconformity. Not covered under Error Correction is the responsibility for data file damage due to software or hardware malfunction.
- 1.6 **"Enhancement."** Any modification or addition that, when made or added to the Licensed Program, materially changes its utility, efficiency, functional capability, or application, but that does not constitute solely an Error Correction. Enhancements may be designated by Spillman as minor or major, depending on Spillman's assessment of their value and of the function added to the preexisting Licensed Program.
- 1.7 **"Coverage Hours."**  
Monday through Friday 8:00 A.M to 5:00 P.M. Mountain Time excluding holidays  
OR  
~~Twenty-four hours a day, seven days a week including holidays~~
- 1.8 **"Response Time."** Within Six (6) hours of the Coverage Hours from the time that Customer first notifies Spillman of an Error until Spillman initiates work toward development of an Error Correction.
- 1.9 **"Releases."** New versions of the Licensed Program, which new versions may include both Error Corrections and Enhancements.
- 1.10 **"Spillman Application Administrator."** An agent of Customer with sufficient training and/or experience with The Licensed Program to communicate effectively with Spillman Support personnel.
- 1.11 **"Support Fee."** The fee amount the Customer pays annually for services described herein.

## Section 2

### ELIGIBILITY FOR SUPPORT

To be eligible for support for the Licensed Program, Customer must meet the following requirements. Customer agrees that the obligation of Spillman to continue to provide Services with respect to the Licensed Program shall terminate if, at any time during the term of this Agreement, these requirements are not met.

- A. Customer must have a valid Computer Software License Agreement for the Licensed Program;
- B. Customer must have a Spillman-certified Spillman Application Administrator
- C. The Licensed Program must be operated on a hardware platform approved by Spillman.
- D. Customer must be in compliance with any and all payments due Spillman.

Spillman may require Customer to appoint a new Spillman Application Administrator if Spillman determines that the

Spillman Application Administrator does not have the training or experience necessary to communicate effectively with the Spillman support personnel.

### Section 3

#### SCOPE OF SERVICES

- 3.1 During the Agreement Term, Spillman shall render the following services in support of the Licensed Program, during Coverage Hours, subject to the compensation fixed for each type of service in Spillman's current Fee Schedule:
- a. Spillman shall maintain a program control center capable of receiving by telephone any Spillman Application Administrator reports of software irregularities.
  - b. Spillman shall maintain a telephone hot line that allows the Spillman Application Administrator to report system problems and seek assistance in use of the Licensed Program.
  - c. Spillman shall maintain a trained staff capable of rendering the services set forth in this Agreement.
  - d. Spillman shall be responsible for using all reasonable diligence in correcting verifiable and reproducible Errors when reported to Spillman in accordance with Spillman's standard reporting procedures. Spillman shall, after verifying that such an Error is present, initiate work in a diligent manner toward development of an Error Correction. Following completion of the Error Correction, Spillman shall provide the Error Correction through a "temporary fix" consisting of sufficient programming and operating instructions to implement the Error Correction, and Spillman shall include the Error Correction in all subsequent Releases of the Licensed Program. Spillman shall not be responsible for correcting Errors in any version of the Licensed Program other than the most recent Release of the Licensed Program, provided that Spillman shall continue to support prior Releases superseded by recent Releases for a reasonable period sufficient to allow Customer to implement the newest Release, not to exceed 180 days.
  - e. Spillman may, from time to time, issue new Releases of the Licensed Program to its customers generally, containing Error Corrections, minor Enhancements, and, in certain instances, if Spillman so elects, major Enhancements. Spillman shall provide Customer with one copy of each new Release, without additional charge. Spillman shall provide reasonable assistance to help Customer install and operate each new Release, provided that such assistance, if required to be provided at Customer's facility, shall be subject to the supplemental charges set forth in Spillman's current Fee Schedule.
  - f. Subject to space availability and training fees, Customer may enroll its employees in Spillman's training classes, held at Spillman's facility in Logan, Utah, for regular or advanced training.
  - g. Spillman shall consider and evaluate the development of Enhancements for the specific use of Customer and shall respond to Customer's requests for additional services pertaining to the Licensed Program (including, without limitation, data conversion and report-formatting assistance), provided that such assistance, if agreed to be provided, shall be subject to supplemental charges mutually agreed to by Spillman and Customer.
  - h. Spillman software support, although primarily intended for Spillman application software, also extends limited support for all operating systems where Spillman has an agreement with the supplier. However, Customer must be aware of the following facts for limited operating system support:
    1. In some cases, Customer is in a much better position to deal with operating system issues because they are on-site and because of technical expertise they may have. In these cases, Spillman recommends that they work directly with the hardware vendor on these matters. Spillman will still be available to provide assistance whenever needed.

2. Spillman is forced to work with the company that developed the operating system. If that company fails to provide quality support, Spillman will not be able to provide quality support to our customers. Also, if the company charges Spillman for their support, customer will be billed for these charges.
3. Some operating system problems can only be solved on-site. If and when this situation occurs, Spillman personnel will travel to Customer's site with Customer's approval. Customer will be billed according to the Spillman fee schedule for travel expenses and comprehensive per diem.
4. In the event that a bug is identified in the operating system, Spillman will immediately report the problem directly to the provider. However, we will be required to accept their schedule for fixing the problem.
5. If enhancement requests are made to Spillman for changes to the operating system, Spillman will pass them along to the provider. Spillman can make no commitments as to when, or if, the enhancements will be included in future releases.
6. Spillman will provide assistance with operating system upgrades but Customer is responsible for obtaining the upgrade from the vendor and paying any required fee.
7. Most operating system upgrades require on-site assistance. The fee for on-site assistance is not included with Spillman software support.
8. Spillman must approve all operating system upgrades in advance to verify that the upgrade is necessary and compatible with the Spillman software.

3.2 The following items are specifically not covered by this agreement:

- a. Any hardware failure including, but not limited to, failure caused by wiring, multiplexers, modems, phone lines, power, or connectors. Also, any hardware limitations due to insufficient memory, disk storage or processing power.
- b. Any problems caused by hardware failure.
- c. Any work required to restore or recover data files and/or the operating system.
- d. Any problem caused by an operator.
- e. Configuring, maintaining, and upgrading the operating system including, but not limited to, backups and restores, fixes, and patches.
- f. Any problems caused by incorrectly installed, configured, or maintained operating system, or versions of the operating system not supported by Spillman.
- g. Problems with, or caused by any hardware or third party software not supported by Spillman, including, but not limited to, Imaging, Fingerprinting (i.e. DBI, Identix), SNA, high availability, X-stations, word processors (i.e. WordPerfect, Lyrix, Crystal Writer), terminal emulators, etc.
- h. Any network failures or problems including, but not limited to cabling, communication lines, routers, connectors, and network software.
- i. Printers connected off the back of terminals/personal computers (pass through printing) or network printers are not supported by Spillman.

Spillman strongly recommends that Customer obtains a support agreement with the third party vendors for the items listed in Section 3.2. Upon request, Spillman will provide on-site support at Spillman's current rate per hour plus travel expenses and

per-diem.

#### Section 4

##### OBLIGATION OF CUSTOMER

- 4.1 Customer shall provide access to its facilities in connection with the performance of Spillman of its obligations hereunder. No charge shall be made for such access. It is agreed that prior notification will be given when access is required.
- 4.2 Customer must provide Spillman with information sufficient for Spillman to duplicate the circumstances under which a Problem in the Licensed Program became apparent.
- 4.3 Customer must maintain a modem and data set connected directly to the server (the modem cannot be connected to a network) 24 hours per day, 7 days a week, used with the Licensed Program being maintained by Spillman hereunder and provide access to a dedicated voice grade local telephone.
- 4.4 A representative of Customer must be present when any on-site support is provided. Customer agrees that if such representative is not present when the Spillman representative arrives on site, no work will be performed and Customer will be charged for such Spillman representative.
- 4.5 All communications by Customer to Spillman must be in the English language.
- 4.6 Customer is responsible for providing one or more qualified Spillman Application Administrators as described in Section 5. At least one of these Spillman Application Administrators must be available at all times.

#### Section 5

##### SPILLMAN APPLICATION ADMINISTRATOR REQUIREMENTS

- 5.1 Each Spillman Application Administrator must be certified by Spillman within ninety (90) days of installation of the Licensed Program by successfully completing and passing the final written and practical examinations of the following training courses:
  - a. System Introduction - Inquiry (6 Hours)
  - b. System Introduction - Data Entry & Modification (6 Hours)
  - c. Unix Fundamentals Training (SCO, AIX, or HP-UX). (Three Days)
  - d. Basic System Administration (One Day)
- 5.2 Each Spillman Application Administrator must be identified in Appendix A properly signed by Customer.
- 5.3 Each Spillman Application Administrator must be qualified to address, or have other support sources to address, without the aid of Spillman, all problems relating to any hardware, software or operating system not directly associated with Spillman's software.
- 5.4 Calls received by anyone not identified in Appendix A are not covered by this agreement and are therefore subject to hourly fees, and are not subject to minimum Response Time.

## Section 6

### FEES AND CHARGES

- 6.1 Customer shall pay Spillman the Support Fee and any other charges or fees described herein.
- 6.2 Spillman reserves the right to change its Support Fee from time to time, provided that no such change will be effective until at least 90 days after Spillman has given Customer written notice of such change. Support Fee changes will result from changes in (1) Software Prices, (2) The number of modules, (3) The Customer's support classification, (4) Computer hardware or (5) Selection by Customer of different Coverage Hours.
- 6.3 Spillman shall invoice Customer at the beginning of each contract year for the Support Fee. Charges accrued and all reimbursable expenses incurred shall be invoiced at the beginning of the next calendar month. Customer shall pay the invoiced amounts immediately upon receipt of such invoices. Any amount not paid within thirty (30) days after the invoice date shall bear interest at the lesser of eighteen (18) percent per year or the highest rate allowed by applicable law.
- 6.4 Customer shall be responsible for the fees and charges for procuring, installing, and maintaining all equipment, telephone lines, modems, communications interfaces, and other hardware necessary to operate the Licensed Software and to obtain from Spillman the services called for by this Agreement.
- 6.5 Customer agrees to pay additional charges according to the Spillman Fee Schedule for all work required by the Customer and performed outside of Coverage Hours. These charges are applicable for any work performed after hours, REGARDLESS OF THE CAUSE, even if it was reported and/or initiated during Coverage Hours.
- 6.6 On-site assistance will be performed as requested by Customer. However, Customer will be billed according to the Spillman Fee Schedule for travel and living expenses.

## Section 7

### PROPRIETARY RIGHTS

- 7.1 To the extent that Spillman may provide Customer with any Error Corrections or Enhancements or any other software, including any new software programs or components, or any compilations or derivative works prepared by Spillman (collectively, "Vendor Programs"), Customer may (1) install one set of the Vendor Programs in the most current form provided by Spillman, in Customer's own facility; (2) use such Vendor Programs in connection with the Licensed Programs, and in a manner consistent with the requirements of the License Agreement, for purposes of serving Customer's internal business needs; and (3) make one copy of the Vendor Programs in machine-readable form for nonproductive backup purposes only. Customer may not use, copy, or modify the Vendor Programs, or any copy, adaptation, transcription, or merged portion thereof, except as expressly authorized by Spillman. Upon termination of such License Agreement, Customer shall return or destroy the Vendor Programs, and returning the Vendor Programs in the manner required by the License Agreement shall be sufficient for such purposes.
- 7.2 The Vendor Programs are and shall remain the sole property of Spillman, regardless of whether Customer, its employees, or contractors may have contributed to the conception of such work, joined in the effort of its development, or paid Spillman for the use of the work product. Customer shall from time to time take any further action and execute any further instrument, including documents of assignment or acknowledgment, that Spillman may reasonably request in order to establish and perfect its exclusive ownership rights in such works. Customer shall not assert any right, title, or interest in such works, except for the non-exclusive right of use granted to Customer at the time of its delivery or on-site development.

## Section 8

### DISCLAIMER OF WARRANTY AND LIMITATION OF LIABILITY

- 8.1 Spillman disclaims all other warranties, either expressed or implied and representations with respect to the licensed program, except as stated in the License Agreement.
- 8.2 In no event shall Spillman be liable for any indirect, consequential, special, exemplary, or incidental damages of whatever and however caused, even if Spillman has been advised of the possibility of such damages. The cumulative liability of Spillman to the Customer for all claims arising in connection with this agreement shall not exceed the total fees and charges paid to Spillman by the Customer within the last 12 months.
- 8.3 No action, whether based on contract, strict liability, or tort, including any action based on negligence, arising out of the performance of services under this Agreement, may be brought by either party more than three (3) years after such cause of action accrued, except that an action for nonpayment may be brought within two (2) years of the date of the last payment.

## Section 9

### TERMINATION

- 9.1 This Agreement may be terminated as follows:
- a. This Agreement shall immediately terminate upon the termination of the License Agreement;
  - b. This Agreement may be terminated by either party upon the expiration of the then-current term of this Agreement, provided that at least 90 days' prior written notice is given to the other party; or
  - c. This Agreement may be terminated by either party upon 30 days' prior written notice if the other party has materially breached the provisions of this Agreement and has not cured such breach within such notice period.
- 9.2 Following termination of this Agreement, Spillman shall immediately invoice Customer for all accrued fees and charges and all reimbursable expenses, and Customer shall pay the invoiced amount immediately upon receipt of such invoice. Customer may continue to use any work supplied to Customer by Spillman for the remaining term of the License Agreement. Any amount not paid within thirty (30) days after the invoice date shall bear interest at the lesser of eighteen (18) percent per year or the highest rate allowed by applicable law.

## Section 10

### MISCELLANEOUS

- 10.1 Each party acknowledges that it has read this Agreement, understands it, and agrees to be bound by its terms. The parties further agree that this is the complete and exclusive statement of the agreement of the parties with respect to the subject matter hereof and that it supersedes and merges all prior proposals, understandings, and agreements, whether oral or written, between the parties with respect to the subject matter hereof. This Agreement may not be modified except by a written instrument duly executed by the parties hereto.
- 10.2 In the event that any provision of this Agreement is held invalid, illegal, or unenforceable, the remaining provisions shall be enforced to the maximum extent permitted by applicable law.

- 10.3 Neither party may assign its rights or duties under this Agreement without the prior written consent of the other party, except to a successor of all or substantially all of its business and properties.
- 10.4 The waiver by either party or any term or condition of this Agreement shall not be deemed to constitute a continuing waiver thereof nor of any further or additional right that such party may hold under this Agreement.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives as set forth below.

Accepted and Approved by Customer:

Signed: \_\_\_\_\_

Printed: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_, 19\_\_\_\_

Accepted and Approved by Spillman:

Signed: \_\_\_\_\_

Printed: Richard E. Spillman

Title: President

Date: \_\_\_\_\_, 19\_\_\_\_

[support-041497]

## APPENDIX A

## SPILLMAN APPLICATION ADMINISTRATORS

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Customer Name

---

Date

1. Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Office Phone Number: \_\_\_\_\_  
Beeper Number: \_\_\_\_\_  
Home Phone Number: \_\_\_\_\_  
Mailing Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

2. Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Office Phone Number: \_\_\_\_\_  
Beeper Number: \_\_\_\_\_  
Home Phone Number: \_\_\_\_\_  
Mailing Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

3. Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Office Phone Number: \_\_\_\_\_  
Beeper Number: \_\_\_\_\_  
Home Phone Number: \_\_\_\_\_  
Mailing Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

[Customer:]

Signed: \_\_\_\_\_

Printed: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_, 19\_\_\_\_

**Computer Software License Agreement  
SPILLMAN Technologies, INC.**

**SPILLMAN COPY**

**THIS COMPUTER SOFTWARE LICENSE AGREEMENT** hereinafter referred to as "Agreement" is made this 27 day of August, 1999, by and between Spillman Technologies, Inc. hereinafter referred to as "Spillman", with principal offices at 843 South 100 West, Logan, Utah 84321, and Gila County Sheriff's Office, hereinafter referred to as "Licensee", with principal offices at 1400 East Ash Street, Globe, Arizona 85501. This Agreement, together with one or more executed Purchase Agreement(s) constitute one integrated agreement and is the complete and exclusive statement of Spillman's obligation and responsibilities with regard to licensing software.

IN CONSIDERATION of the mutual terms, covenant and conditions contained herein and as provided, in the Purchase Agreement, and other good and valuable consideration, it is hereby agreed between the parties as follows:

**1. Product.** The product is the "Spillman Software Modules" identified in duly executed Purchase Agreements, hereinafter referred to as "Spillman Software". The Spillman Software is defined to be the package of computer programs in machine-readable form and any related materials and user documentation.

**2. License.** In consideration of the payment of the purchase price as stated in the Purchase Agreement, Spillman grants Licensee a non-exclusive, non-transferable license to use the "Spillman Software", subject to the following terms and conditions:

**A. Licensee may:**

1. Install the Spillman Software in Licensee's facility.
2. Use the Spillman Software for purposes of serving the internal needs of Licensee's business.
3. Make one copy of the Spillman Software in machine-readable form, for nonproductive backup purposes only, provided that Spillman's proprietary legend is included.

**B.** Licensee may not use, copy, or modify the Spillman Software, or any copy, adaptation, transcription, or merged portion thereof, except as expressly authorized by Spillman. Licensee may not install the Spillman Software in any other computer system or use it at any other location without Spillman's express authorization obtained in advance (which will not be unreasonably withheld). If Licensee uses, copies, or modifies the Spillman Software or if Licensee transfers possession of any copy, adaptation, transcription, or merged portion of the Spillman Software to any other party in any way not expressly authorized by Spillman, Licensee's license is automatically terminated.

**C.** Licensee may not allow any other agency, entity or individual to use or have access to the Spillman Software in any manner other than inquire-only unless expressly authorized by Spillman.

**D.** Licensee is responsible for selecting a Spillman Application Administrator who is qualified to operate the Spillman Software on Licensee's own equipment and is familiar with the information, calculations, and reports that serve as input and output of the Spillman Software.

**E.** Other components (hardware or software) may be required for the use of the Spillman Software. Except as agreed otherwise in writing, Spillman assumes no responsibility under this Agreement for

obtaining or supporting such components. Licensee is also responsible for ensuring a proper environment and proper utilities for the computer system on which the Spillman Software operates.

F. Licensee is responsible for converting Licensee's data files for use with the Spillman Software.

**3. Proprietary Protection of Spillman Software.** To protect Spillman's ownership interest in the Spillman Software, the following shall apply:

A. Spillman shall have sole and exclusive ownership of all rights, title, and interest in and to the Spillman Software, Design Specifications, Custom Modules, Programming and all modifications and enhancements thereof (including ownership of all trade secrets and copyrights pertaining thereto), subject only to the rights and privileges expressly granted by Spillman. This Agreement does not provide Licensee with title or ownership of the Spillman Software, but only a right of limited use. Licensee must keep the Spillman Software free and clear of all claims, liens, and encumbrances.

B. The Spillman Software is a commercially valuable, proprietary product of Spillman, the design and development of which reflect the effort of skilled development experts and the investment of considerable time and money. The Spillman Software is treated by Spillman as confidential and contains substantial trade secrets of Spillman, which Spillman has entrusted to Licensee in confidence to use only as expressly authorized. Spillman claims and reserves all rights and benefits afforded under federal copyright law in all software programs and user materials that constitute the Spillman Software, and in all software documentation related thereto, as unpublished works.

C. Licensee may not, at any time, disclose or disseminate the Spillman Software to any person who does not need to obtain access thereto consistent with Licensee's rights under this Agreement. Under no circumstances may Licensee disclose or disseminate the Spillman Software to any competitor of Spillman. Licensee will devote Licensee's best efforts to ensure that all Licensee's personnel and all other persons afforded access to the Spillman Software shall protect it against improper use, dissemination, or disclosure.

D. Licensee hereby authorizes Spillman to enter Licensee's premises in order to inspect the Spillman Software in any reasonable manner during regular business hours.

E. Licensee acknowledges that, in the event of Licensee's breach of any of the foregoing provisions, Spillman shall be entitled to obtain an injunction against such breach from any court of competent jurisdiction immediately upon request. Spillman's right to obtain injunctive relief shall not limit its right to seek further remedies in money or damages.

F. Licensee's obligations hereunder shall remain in effect for as long as Licensee continues to possess or use the Spillman Software or any trade secrets derived therefrom.

**4. Documentation.** Spillman agrees to allow Licensee to use Spillman copyrighted documentation of the Spillman Software to photocopy as many copies of the Spillman documentation as the agency requires for agency use only in the use of the Spillman Software, to not distribute any original or copy of documentation outside of the agency, and to not reveal this documentation to competitors of Spillman.

**5. Limited Warranty.** Spillman warrants, for Licensee's benefit alone, that the Spillman Software conforms in all material respects to the specifications for the current version of the Spillman Software as described in Spillman's product specifications as of the date the Purchase Agreement is signed and for a period of fifteen (15) months thereafter. This warranty is expressly conditioned on Licensee's observance of the operating, security, and data-control procedures set forth in the User's Manual(s) included with the Spillman Software.

**6. Obsolescence.** Spillman is not responsible for obsolescence of the Spillman Software that may result from changes in Licensee's requirements. The foregoing warranty shall apply only to the most current version

of the Spillman Software issued by Spillman from time to time. Spillman assumes no responsibility for the use of superseded, outdated, or uncorrected versions of the Spillman Software.

**7. No Other Warranties.** Spillman disclaims all other warranties, either expressed or implied and representations with respect to the Spillman Software, including its condition, its conformity to any representation or description, the existence of any latent or patent defects, and its merchantability or fitness for a particular use.

**8. Licensee Remedies.** As Licensee's exclusive remedy for any material nonconformity or defect in the Spillman Software for which Spillman is responsible, Spillman shall attempt through reasonable effort to correct or cure such nonconformity or defect. However, Spillman shall not be obligated to correct, cure, or otherwise remedy any nonconformity or defect in the Spillman Software if Licensee has made any changes whatsoever to the Spillman Software, if the Spillman Software has been misused or damaged in any respect, or if Licensee has not reported to Spillman the existence and nature of such nonconformity or defect promptly upon discovery thereof.

**9. Limits of Liability.** The cumulative liability of Spillman to Licensee for all claims related to the Spillman Software and this Agreement, including any cause of action sounding in contract, tort, or strict liability, shall not exceed the total amount of all fees and charges paid to Spillman hereunder. This limitation of liability is intended to apply without regard to whether other provisions of this Agreement have been breached or have proven ineffective.

**10. No Liability for Consequential Damages.** In no event shall Spillman be liable for any loss of profits; any incidental, special, exemplary, or consequential damages; or any claims or demands brought against Licensee, even if Spillman has been advised of the possibility of such claims or demands. This limitation upon damages and claims is intended to apply without regard to which other provisions of this Agreement have been breached or have proven ineffective.

**11. Term.** Licensee's license of the Spillman Software shall become effective upon execution of this Agreement and shall continue unless terminated as provided herein.

**12. Termination.** Licensee may terminate this Agreement at any time upon written notice to Spillman. Upon termination of this Agreement, all rights granted to Licensee will terminate and revert to Spillman. Promptly upon termination of this Agreement for any reason or upon discontinuance or abandonment of Licensee's possession or use of the Spillman Software, Licensee must return, or certify the destruction of, all copies of the Spillman Software in Licensee's possession (whether modified or unmodified), and all other materials pertaining to the Spillman Software (including all copies thereof).

**13. General.** No modification of this Agreement shall be binding unless it is in writing and is signed by both parties. Any notices required or permitted under this Agreement shall be in writing and delivered in person or sent by registered or certified mail, return receipt requested, with proper postage affixed.

**14. Survival of Terms.** In the event that any of the terms of this Agreement are or become or are declared to be invalid or void by any court or tribunal of competent jurisdiction, such term or terms shall be null and void and shall be deemed severed from this Agreement and all the remaining terms of this Agreement shall remain in full force and effect. This Agreement shall be construed pursuant to the laws of the state of Utah and shall be enforced only in the First District Court of Cache County, State of Utah.

**15. Indemnification.** Spillman hereby indemnifies and agrees to hold Licensee harmless from and against any and all claims, demands, or actions and costs, liabilities, or losses arising out of any actual or alleged infringement of any trademark, copyright, trade secret, or other proprietary rights by the Software furnished hereunder.

SPILLMAN WANTS LICENSEE TO BE CONFIDENT THAT THE SPILLMAN SOFTWARE WILL SUIT LICENSEE'S NEEDS. ALTHOUGH LICENSEE MUST MAKE THAT DETERMINATION, SPILLMAN IS PREPARED TO FULLY DISCUSS THE SPILLMAN SOFTWARE WITH LICENSEE AND ANSWER QUESTIONS. BY EXECUTING THIS AGREEMENT, LICENSEE ACKNOWLEDGES THAT LICENSEE HAS BEEN GIVEN AN ADEQUATE OPPORTUNITY TO INVESTIGATE LICENSEE'S COMPUTER AND SOFTWARE NEEDS AND THAT BASED ON LICENSEE'S EXAMINATION OF THE SPILLMAN SOFTWARE, THE SPILLMAN SOFTWARE IS SATISFACTORY.

Accepted and Approved by Licensee:

Signed: Printed: Ron ChristensenTitle: Supervisor, ChairmanDate: Oct 5, 19 99

Accepted and Approved by Spillman:

Signed: Printed: Richard E. SpillmanTitle: President

Date: \_\_\_\_\_, 19 \_\_\_\_\_



International Business Machines Corporation  
IBM United States, 1 New Orchard Road, Armonk, New York 10504-1722

## NOTICE TO IBM CUSTOMERS

June 18, 2013

### **Services withdrawal: Declaration of plan to discontinue lease, rental, and maintenance services for selected machines.**

IBM Americas - United States and Canada is announcing its plan to withdraw services and to discontinue from lease and rental agreements, and to withdraw from maintenance services, the machine types, models, and features listed on the Price Actions and Services Withdrawals website. The discontinuance/withdrawal action is necessary due to changes in technology, production methods, inventories, experience in the field, or costs of production or delivery that make it increasingly difficult to continue to provide the skills, manufacturing support, and other resources required to keep the machines at a high level of performance and availability.

At this time, we are providing you with your final notice that the machine types, models, features, and services listed will be discontinued from lease and rental, and will be terminated from IBM maintenance services under the IBM Customer Agreement (or comparable agreement between us). IBM will not send any further correspondence of this nature for the machine types, models, features, and services listed in this notice.

After the effective date of termination, IBM hourly service will be available for purchased machines, except for non-IBM machines listed, and depending on the availability of skills and other resources, such as parts, tools, and test equipment. Orders for maintenance parts, in reasonable quantities for maintenance purposes, will continue to be accepted in the normal manner for three years following discontinuance, or until stocks are depleted, whichever is earlier.

In response to each request for hourly service, IBM will determine if an IBM service representative qualified to provide such service is available at the nearest point of service. IBM will, at the customer's request, dispatch a qualified representative from another point of service, if available. The IBM hourly service provided will be at IBM's applicable rates (minimums and prices then in effect), and will include all time (including travel and assist time), expense, and parts associated with the service.

IBM will attempt to complete such maintenance or other services in as timely and effective a manner as possible. However, if IBM determines that it is unable to fully restore the machine to good working order, or to complete any other service, IBM will notify the customer. In any case, all time, expense, and parts associated with the IBM service provided will be charged to the customer.

IBM will also accept special requests for Multiple Vendor Services (subcontracted maintenance) after the effective date of termination. Every effort will be made to find a supplier who can support the machines. However, there is no guarantee that a supplier will be available to support all machines or that a supplier is available at all locations.

Should you require additional information, please contact your IBM representative.

Our records indicate that you are/were in possession of a product being withdrawn. For a detailed listing of all affected products, refer to Services announcement 913-135 dated June 18, 2013, or visit the following website to verify your affected products:

<http://www-1.ibm.com/services/us/its/html/maintsvcwithdrawal.html>

If you have any questions or are unable to access or view this website, contact your IBM representative to obtain the complete printed copy of this announcement including all affected products.

8/19/13

To: Board of Supervisors:

The Gila County Sheriff's Office is looking to bring in Spillman Technologies under a Sole Source, non-competitive procurement contract. This agreement will provide a common platform for the Sheriff's Office data, visualization, analysis and management needs. Executing this contract in a non-competitive manner rather than going out for bid is necessary for the following reasons:

Since December 1999, the Gila County Sheriff's Office has utilized software from Spillman Technologies. Spillman has met the County public safety information management needs. The Gila County Sheriff's Office started with six modules from Spillman: Computer-aided Dispatch (CAD) HUB, Jail Management, Records Management System (RMS) and Traffic Information. . These modules process, store and manage all Sheriff's Office incident information within Gila County. Since the initial implementation, the Spillman system has grown to encompass over 11 modules including Insight Data Query and evidence management. In 2008 the Server that holds the entire Database for the Spillman software was replaced by Spillman Technologies due to an equipment failure after 10 years.

Due to the age of the current server IBM and Spillman Technologies will no longer support the hardware and/or manage software upgrades. The server can no longer do automatic tape drive backups that failed July 2013. We are currently backing the Spillman data from our server to a backup server located at an offsite secure location in Gila County. Spillman Technologies will be building the new IBM server and integrating the latest Spillman software for the Gila County Sheriff's Office.

The Sheriff's Office does not recommend conducting an open bid process for the server replacement given the efficiencies to be gained by sole source contracting to Spillman Technologies. It is important to note that Spillman Technologies provides to their clients a discounted pricing level thus insuring that Gila County is getting the best price possible. The Sheriff's Office recommends and requests that Spillman Technologies be used to replace the old IBM server and integrate the newest Spillman Software. The Sheriff's Office would also like to recommend the purchase of the Spillman Mapping Module to integrate the ESRI software that was co-purchased by other Gila County departments.

Please consider bringing Spillman Technologies under a Sole Source, non competitive procurement contract.

Thank you,

Lisa Modglin,  
Systems Administrator and Support Tech Senior.

July 31, 2013

Lisa Modglin  
Gila County Sheriff's Department  
1100 South Street  
Globe, AZ 85502

Dear Lisa:

Spillman Technologies, Inc. is the developer and proprietary owner of public safety software. This software is licensed exclusively by Spillman Technologies. Spillman software licenses are not sold through retail outlets, brokers, or integrators.

Spillman Technologies is the sole-source provider for all requested Spillman products and services. Specifically, the requested software is developed by the Spillman product development division located in Salt Lake City, Utah, and all training for Spillman software is provided by the Spillman customer education department. The installation and implementation of our software products are provided only by the Spillman installation department and the account management department. Maintenance and support for the Spillman software is provided by the Spillman technical support department, also located at Spillman headquarters in Salt Lake City, Utah.

Please call me if I can be of further assistance. My contact information is [bduncan@spillman.com](mailto:bduncan@spillman.com), 205-394-2085

Sincerely,  
Billy Duncan  
Senior Account Sales Representative

## Sgroi, Dana

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**From:** Derrick Graff [derrgra@cdwg.com]  
**Sent:** Friday, August 02, 2013 2:30 PM  
**To:** Sgroi, Dana  
**Subject:** RE: Information Tech Needs

Jeannie,

Per our conversation this is a bundled solution that is best purchased as a sole source. Because of the software needs and custom configurations it is best handled by the software provider. Thanks!

**Derrick Graff**  
Sr. Account Manager  
**CDW•G**  
Phone: 866-339-7079  
Fax: 847-371-2125  
E-mail: [Derrgra@cdwg.com](mailto:Derrgra@cdwg.com)



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**From:** Sgroi, Dana [<mailto:dsgroi@gilacountyaz.gov>]  
**Sent:** Thursday, August 01, 2013 5:52 PM  
**To:** Derrick Graff  
**Subject:** RE: Information Tech Needs

Hi Derrick,

I just wanted to remind you that you were going to send me a short letter stating that per your knowledge of the Spillman Tech software you felt it would be better for the County to continue purchasing from Spillman. Or however you were going to word it. I am making my agenda entry for the Board and wanted to make sure I included that in it.

Thanks so much!  
Jeannie Sgroi  
Contracts Support Specialist  
(928) 402-8612  
Gila County Finance  
1400 E. Ash Street  
Globe, AZ 85501

---

**From:** Derrick Graff [<mailto:derrgra@cdwg.com>]  
**Sent:** Wednesday, July 31, 2013 1:48 PM  
**To:** Sgroi, Dana; 'Mark Neihart'  
**Subject:** RE: Information Tech Needs

Thanks Mark!

**Derrick Graff**  
Sr. Account Manager  
**CDW•G**  
Phone: 866-339-7079  
Fax: 847-371-2125  
E-mail: [Derrgra@cdwg.com](mailto:Derrgra@cdwg.com)



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**From:** Sgroi, Dana [<mailto:dsgroi@gilacountyaz.gov>]  
**Sent:** Wednesday, July 31, 2013 3:01 PM  
**To:** Mark Neihart  
**Cc:** Derrick Graff  
**Subject:** RE: Information Tech Needs

Thank you Mark! This is a HUGE help, as was the Caterpillar contract. I appreciate it.

Jeannie Sgroi  
Contracts Support Specialist  
(928) 402-8612  
Gila County Finance  
1400 E. Ash Street  
Globe, AZ 85501

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**From:** Mark Neihart [<mailto:Mark.Neihart@nationalipa.org>]  
**Sent:** Wednesday, July 31, 2013 9:36 AM  
**To:** Sgroi, Dana  
**Cc:** Derrick Graff  
**Subject:** Information Tech Needs

Hi Jeannie. Thanks again for your call this morning.

I am providing some links to the City of Tucson contract with CDW-G. As I mentioned in our call, the new I.T. contract just awarded by Tucson was again awarded to CDW-G and is more expansive in its offerings of products and services than the previous contract was.

This link will take you to contract highlights:

<http://www.nationalipa.org/cdwg>

The following link will provide you access to the "Executive Summary" that details the competitive RFP process that resulted in a contract award, access to the contract, and access to pricing information:

[http://www.nationalipa.org/cdwg\\_documents.html](http://www.nationalipa.org/cdwg_documents.html)

I am also copying the key Account Manager with CDW-G, Derrick, who will be able to facilitate the discussion of your Sheriff Department needs with you and determine if CDW-G can meet your needs.

Please call me anytime.

*Thanks Jeannie,*

***Mark Neihart, C.P.M., CPPB***

Regional Manager, Southwest (AZ, CO, NV, NM, UT)  
National Intergovernmental Purchasing Alliance  
cell (520) 203-4671 [Mark.Neihart@nationalipa.org](mailto:Mark.Neihart@nationalipa.org)

<http://www.nationalipa.org/index.html>



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## *GILA COUNTY ATTORNEY*

*Bradley D. Beauchamp*

Re: County Attorney's Office "approval as to form" of contract or agreement.

To whom it may concern:

The County Attorney's Office has reviewed the contract or agreement attached to this agenda item and has determined that it is in its proper form and is within the powers and authority granted under the laws of this state to the public agency requesting the County Attorney's Office review.

### **Explanation of the Gila County Attorney's Office "Approval as to Form" Review**

The Gila County Attorney's Office is often called upon to review contracts and other agreements between public entities represented by the County Attorney and private vendors, contractors, and individuals.

In performing this review, the County Attorney's Office reviews these contracts to see that they are in "proper form" prior to their execution. "Proper form" means that the contract conforms to fundamental contract law, conforms to specific legislative requirements, and is within the powers and authority granted to the public agency. It does not mean that the County Attorney's Office approves of or supports the policy objectives contained in the contract. That approval is solely the province of the public agency through its elected body.

The public agency or department submitting the contract for review has the responsibility to read and understand the contract in order to completely understand its obligations under the contract if it is ultimately approved by the public entity's board. This is because while the County Attorney's Office can approve the contract as to form, the office may not have any idea whether the public agency has the capacity to actually comply with its contractual obligations. Also, the County Attorney's Office does not monitor contract compliance. Hence the public entity or

submitting department will need to be prepared to monitor their own compliance. A thorough knowledge of the provisions of the contract will be necessary to monitor compliance.

Before signing a contract “approved as to form,” the County Attorney’s Office will answer any questions or concerns the public agency has about the contract. It is the responsibility of the public agency or department submitting the contract for review to ask any specific questions or address any concerns it has about the contract to the County Attorney’s Office at the same time they submit the contract for review. Making such an inquiry also helps improve the County Attorney’s Office review of the contract because it will help focus the review on specific issues that are of greatest concern to the public agency. Failing to make such an inquiry when the agency does have issues or concerns will decrease the ability of the County Attorney’s Office to meaningfully review the agreement.

**ARF-2063**

**Regular Agenda Item 3. C.**

**Regular BOS Meeting**

**Meeting Date:** 09/03/2013

Submitted For: Linda O'Dell, School  
Superintendent

Submitted By: Victoria Sanchez, Executive Assistant,  
School Superintendent's Office

Department: School Superintendent's Office

Fiscal Year: 2013

Budgeted?: Yes

Contract Dates 7/01/2012-06/30/2013 Grant?: Yes

Begin & End:

Matching No

Fund?: Replacement

Requirement?:

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Information

Request/Subject

Approval of Final Distribution of Gila County's Secure Rural Schools and Communities Funds for FY2013

Background Information

The Secure Rural Schools and Communities Self Determination (SRSC) Act of 2000, as re-authorized for four years in 2008 (PL-110-343) was extended for an additional year, to include federal FY2012 funding. The SRSC Act provides assistance to rural counties negatively affected by unrealized revenues from publicly held lands. Funds generated by Title I of the SRSC Act have been used for schools and roads - to create employment opportunities, to maintain current infrastructure and to improve the health of watersheds and ecosystems. Continued funding beyond this allocation is dependent on action by the U.S. Congress. Twenty percent of Gila County's Title I allocation goes to a regional Resource Advisory Committee for distribution; the remaining 80% of the funding is allocated to the Board of Supervisors for distribution and use by Roads and School Districts. The Gila County share of federal FY2012 SRSC Act funding for Roads and Schools in the amount of \$1,499,027 was received by the Gila County Treasurer's office on January 25, 2013. On April 16, 2013 the Gila County Board of Supervisors approved the recommendation to distribute 90% of the SRSC funds to Roads and School Districts and retain 10% of the funds on deposit with the Gila County Treasurer against the possibility that Gila County would be required to reimburse some portion of the funding to the U.S. Forest Service. At this time, we are requesting that the Board of Supervisors release the remaining 10% of Gila County's federal FY2012 SRSC funds of \$149,903, as follows: \$144,903 to School Districts and \$5,000 for Roads.

Evaluation

In each of the past three years (2010-2011-2012), the Board of Supervisors has authorized the distribution of Title I SRSC Act funds for Gila County Roads and Schools as follows, upon recommendation of the Gila County Superintendent of Schools and County Management: \$50,000 to Roads and the remainder to School Districts by a formula that provides a base amount for all districts and additional amounts based on forest acreage and student enrollment of each district. Federal FY2012 SRSC Act funds were received by the Gila County Treasurer's Office in late January, 2013. In preparation for making a recommendation to the Board of Supervisors regarding distribution of funds in 2013, the County School Superintendent discussed this item with County Management. School Districts were advised that the County School Superintendent was recommending the use of the same distribution formula agreed to and used for the past three years. The proposed distribution schedule was provided to School Districts, who agreed with the recommendation. Initial distribution of Gila County SRSC funds was delayed pending consideration of how to address the possibility that some portion of the funding might need to be reimbursed to the U.S. Forest Service due to federal FY2013 mandatory spending cuts. On April 16, 2013, the Gila County Board of Supervisors approved the recommendation to distribute 90% of the SRSC funds to Roads and School Districts and retain 10% of the funds on deposit with the Gila County Treasurer. At this time, the issue of returning SRSC funds has been resolved; there will not be a reimbursement issued to the U.S. Forest Service. The County School Superintendent and County Management recommend a final distribution of FY2012 SRSC funds in the amount of \$149,903 to be allocated for use by School Districts and Roads.

#### Conclusion

Gila County School Districts, County Management and the County School Superintendent are in agreement in the proposed recommendation to the Gila County Board of Supervisors for the final distribution of \$149,903 in funds received for this fiscal year as part of the Secure Rural Schools and Community Self Determination Act of 2008 (P.L. 110-343), namely \$144,903 to School Districts and \$5,000 for Roads.

#### Recommendation

The County School Superintendent and County Management recommend that the Board of Supervisors authorize the final distribution of \$149,903 in funds received for the 2012-2013 school year as part of the Secure Rural Schools and Communities Self Determination Act of 2008 (P.L. 110-343), namely \$144,903 to School Districts and \$5,000 for Roads.

#### Suggested Motion

Information/Discussion/Action to approve the final distribution of \$149,903 of Gila County's Secure Rural Schools and Communities Funds (SRSC - 'Forest Fees') for FY2012-2013, namely \$144,903 to Gila County School Districts, and \$5,000 for Roads. **(Linda O'Dell)**

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#### Attachments

Forest Fees Distribution FY2012-2013

# GILA COUNTY Forest Fees Distribution FY13

DISTRICT	ACREAGE	ADM*	ADM	BASE	FOREST	ADM %	FY13 ORIGINAL PROPOSAL	FY13 REVISED Distribution #1 (Approved April 16, 2013)	FY13 Proposed Distribution #2 (August 2013)
	%	Students	%	11.00%	28.47%	60.53%	100%	(90% of Total)+	(10% of Total)
								April 16, 2013	
Gila Regional	5.0%	108	1.6%	\$17,710	\$19,645	\$13,843	\$51,198	\$46,078	\$5,120
Globe	8.0%	1,500	21.9%	\$17,710	\$31,431	\$192,261	\$241,403	\$217,263	\$24,140
Hayden-Winkelman	0.0%	307	4.5%	\$17,710	\$0	\$39,349	\$57,060	\$51,354	\$5,706
Miami	12.0%	1,126	16.5%	\$17,710	\$47,147	\$144,324	\$209,182	\$188,264	\$20,918
Payson	19.0%	2,221	32.5%	\$17,710	\$74,650	\$284,675	\$377,035	\$339,331	\$37,703
Pine-Strawberry	10.0%	165	2.4%	\$17,710	\$39,289	\$21,149	\$78,148	\$70,334	\$7,815
San Carlos	9.0%	1,270	18.6%	\$17,710	\$35,360	\$162,781	\$215,852	\$194,267	\$21,585
Tonto Basin	12.0%	89	1.3%	\$17,710	\$47,147	\$11,408	\$76,265	\$68,639	\$7,627
Young	30.0%	57	0.8%	\$17,710	\$117,868	\$7,306	\$142,884	\$128,596	\$14,288
<b>TOTAL</b>	<b>105.0%</b>	<b>6,843</b>	<b>100%</b>	<b>\$159,393</b>	<b>\$412,538</b>	<b>\$877,096</b>	<b>\$1,449,027</b>	<b>\$1,304,124</b>	<b>\$144,903</b>

\*SAIS ADMS46-Report FY2012

+Subsequent distribution will be recommended to the BOS pending determination of funds that must be returned to the U.S. Forest Service due to Federal FY2013 sequestration.

**TOTAL FY2012-13 GILA ALLOCATION FOR ROADS & SCHOOLS** **\$1,499,027**

## INITIAL PROPOSED DISTRIBUTION (100% of funds on deposit)

**Schools** (96.66% of total for Schools/Roads) **\$1,449,027**  
**Roads** (3.34% of total for Schools/Roads) **\$50,000**  
**Total for Schools/Roads** (80% of Total County Allocation) **\$1,499,027**

<u>REVISED DISTRIBUTION #1 (90% of funds on deposit)</u> (Approved April 16, 2013)		<u>PROPOSED DISTRIBUTION #2 (10% of funds on deposit)</u>	
<b>Schools</b>	\$1,304,124	<b>Schools</b>	\$144,903
<b>Roads</b>	\$45,000	<b>Roads</b>	\$5,000
<b>Total for Schools/Roads</b>	\$1,349,124	<b>Total for Schools/Roads</b>	\$149,903
		<b>TOTAL FY2012-13 GILA ALLOCATION</b>	<b>\$1,499,027</b>

Prepared by L. O'Dell\_August 19, 2013

**ARF-2015**

**Regular Agenda Item 3. D.**

**Regular BOS Meeting**

**Meeting Date:** 09/03/2013

<u>Submitted For:</u>	Jeffrey Hessenius, Finance Director	<u>Submitted By:</u>	Dana Sgroi, Contracts Support Specialist, Finance Department
<u>Department:</u>	Finance Department		
<u>Fiscal Year:</u>	2013-2014	<u>Budgeted?:</u>	Yes
<u>Contract Dates</u>	08-01-13	<u>Grant?:</u>	No
<u>Begin &amp; End:</u>	through 10-31-13		
<u>Matching Requirement?:</u>	No	<u>Fund?:</u>	New

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Information

Request/Subject

Empire CAT-Replace Compactor Wheel Tips on Caterpillar 816F Compactor at Buckhead Mesa Landfill in Payson, AZ.

Background Information

In May 2000, Gila County purchased an 816F Caterpillar compactor from Empire CAT for a purchase price of \$267,380.00. The compactor has been in service at the Buckhead Mesa Landfill, near Payson, Arizona, since it was purchased.

Evaluation

The wheel tips on the 816F compactor need to be replaced. Gila County is a member of the National IPA, a cooperative purchasing group. As a member of the National IPA, Gila County can benefit through an existing contract that Caterpillar has between the City of Tucson and the National IPA, to replace the wheel tips on the compactor. County staff received a quote from Empire CAT dated June 10, 2013, to replace the wheel tips. The amount of the June 10, 2013, quote was \$30,961.30 for parts, and an additional \$9,902.80 for labor, lodging and travel, for a total amount of \$40,864.10. The quote was for wheel tips manufactured by Caron Compactor Company.

On July 31, 2013, County staff requested a second quote from Empire CAT utilizing the City of Tucson/National IPA pricing. The wheel tips quoted through the City of Tucson/National IPA pricing are an Empire Caterpillar brand. By utilizing the City of Tucson/National IPA contract, and the Empire CAT brand, the quote was revised to \$19,630.50, resulting in a significant cost savings of \$21,233.60 or 52%.

The replacement quote comes with a four-year warranty, which is identical to the warranty provided by Caron Compactor Company, however, Recycling and Landfill Management feels the County will get five years use out of the new wheel tips.

Conclusion

Due to procurement policies, all proposed contractual agreements with an aggregate amount valued over \$50,000 within a one-year period must have Board of Supervisors' approval. The amount of money the County has spent with Empire CAT from January 1, 2013, to now exceeds the \$50,000 aggregate amount; therefore, this expenditure is being brought before the Board of Supervisors for approval.

#### Recommendation

Recycling and Landfill Management recommends that the Board approve the expenditure of replacing the wheel tips on the Caterpillar 816F compactor, which is located at the Buckhead Mesa Landfill through the City of Tucson/NIPA cooperative agreement with Empire CAT, thereby saving the County \$21,233.60.

#### Suggested Motion

Information/Action/Discussion to approve an expenditure with Empire CAT in the amount of \$19,630.50 to replace the wheel tips on the 816F compactor in service at the Buckhead Mesa Landfill. **(Sharon Winters)**

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#### Attachments

Empire Quote to replace compactor pads 06-10-13

Empire Quote to replace compactor pads-REVISED 07-31-13

City of Tucson Request for Proposal

City of Tucson Contract with Caterpillar

City of Tucson Contract Amendment No. 1

City of Tucson Contract Amendment No. 2

City of Tucson Contract Amendment No. 3

City of Tucson Contract Amendment No. 4

City of Tucson Contract Amendment No. 5

Legal Explanation

## SHIPPING LIST



**FOR INQUIRIES REGARDING THIS ORDER, CALL YOUR LOCAL EMPIRE STORE OR DIAL (800) 387-4731. PLEASE REFERENCE THIS NUMBER.**

EMPIRE MACHINERY • EMPIRE POWER SYSTEMS • EMPIRE HYDRAULIC SERVICE • EMPIRE TRANSPORT • EMPIRE PRECISION MACHINING  
CUSTOMER ATTENTION

CUSTOMER QUOTE

\* EXPIRES 07/10/13

**\*CHARGE\***

DOCUMENT NO. 00Q043142

SOLD TO GILA COUNTY PAYSON MAINT CUSTOMER NO. SHIP TO

GILA COUNTY PAYSON MAINT

PAYSON PARTS/SVC ONLY

5320 EAST HWY 260

STAR VALLEY AZ

85541 STORE

00

COMPACTOR SD-CAP KTT

TELEPHONE

**POST ORDER NO.**

## INSTRUCTIONS

DEL LOC. TIME REQ.

MAKE P/C	MODEL	SERIAL NO
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928-468-2801  
COMPACTOR PADS

MSA

© 1997 - 1998

ARRANGEMENT NO.

DATE \_\_\_\_\_

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**REFERENCE NO.**

PAGE

6/10/13 10:27:21 TJB

ITEM	---QUANTITY---	PART NUMBER /
1	1	100-100-100
2	2	200-200-200
3	3	300-300-300
4	4	400-400-400
5	5	500-500-500
6	6	600-600-600
7	7	700-700-700
8	8	800-800-800
9	9	900-900-900
10	10	1000-1000-1000

NO.	ORDER	SHIP	B/O	DESCRIPTION
1	100	100	100	100
2	200	200	200	200
3	300	300	300	300
4	400	400	400	400
5	500	500	500	500
6	600	600	600	600
7	700	700	700	700
8	800	800	800	800
9	900	900	900	900
10	1000	1000	1000	1000

PARTS SALES PERSON: TODD BENNETT

1 1 7036-40

KIT, COMPACTOR CAP

I 807-2003PR

MSC KIT, PULLER

EST	NONSTOCK FRT-ALD	TOTAL NEW FRT-ALD
1970	10.0	10.0
1971	10.0	10.0
1972	10.0	10.0
1973	10.0	10.0
1974	10.0	10.0
1975	10.0	10.0
1976	10.0	10.0
1977	10.0	10.0
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2072	10.0	10.0
2073	10.0	10.0
2074	10.0	10.0
2075	10.0	10.0
2076	10.0	10.0
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2078	10.0	10.0
2		

EST. TOTAL NET WEIGHT OF SHIPPED ITEMS

①

○

850.00

850.00

ALL WARRANTY ITEMS MUST BE RETURNED WITH MODEL/SERIAL NUMBER INFO.

STATE/COUNTY TAX	1805.24
CITY/OTHER TAX	501.46

USD SELL TOTAL	30961.30
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ALL ITEMS ABOVE ARE SUBJECT TO THE PARTS RETURN POLICIES, TERMS AND CONDITIONS, AND WARRANTIES SET FORTH ON THE REVERSE SIDE HEREOF.

RECEIVED BY

DATE \_\_\_\_\_



SAFETY • RESPECT • INTEGRITY • TEAMWORK  
EXCELLENCE • STEWARDSHIP • ASTONISHMENT

ESTIMATE NUMBER	10495
CLIENT ORDER	
CLIENT NUMBER	0054054
DATE	06/19/2013
AGMT/PSO/WO #	
EXPIRATION DATE	07/19/2013

**SOLD TO**

GILA COUNTY PAYSON MAINT  
PAYSON PARTS/SVC ONLY 5320 EAST HWY 260  
STAR VALLEY AZ 85541

**SHIP TO**

GILA CTY HWY DEPT  
5322 E. HWY 260  
PAYSON, AZ. 85541

MAKE	MODEL	SERIAL #	EQUIP #	METER READING	ID NUMBER
CATERPILLAR	816F	05FN00447	H-3	11437	P008544
QUANTITY	ITEM	DESCRIPTION			

**00 TRAVEL TO/FROM JOB SITE**

LOCATION:

PAYSON

SPECIFIC DIRECTIONS:

GILA CTY HWY DEPT

5322 E. HWY 260

PAYSON, AZ. 85541

4	#LM	LODGING/MEALS
68	FSG	FUEL SURCHARGE

TOTAL PARTS	0.00
TOTAL LABOR	1084.80
TOTAL MISC	682.00
SEGMENT 00 TOTAL	1766.80

**40 REMOVE & INSTALL COMPACTOR WHEEL TIP**

ESTIMATE ON LABOR TO REPLACE THE CARON WHEEL TIPS  
ON ALL FOUR WHEELS.

ESTIMATE DOSE NOT INCLUDE TIME FOR CUTTING OFF THE  
TIPS IF REQUIRED THIS WILL BE ADDITIONAL LABOR.

TOTAL PARTS	0.00
TOTAL LABOR	8136.00
TOTAL MISC	0.00
SEGMENT 40 TOTAL	8136.00



SAFETY • RESPECT • INTEGRITY • TEAMWORK  
EXCELLENCE • STEWARDSHIP • ASTONISHMENT

Page 2 of 2

ESTIMATE NUMBER	10495
CLIENT ORDER	
CLIENT NUMBER	0054054
DATE	06/19/2013
AGMT/PSO/WO #	
EXPIRATION DATE	07/19/2013

MAKE	MODEL	SERIAL #	EQUIP #	METER READING	ID NUMBER
CATERPILLAR	816F	05FN00447	H-3	11437	P008544
QUANTITY	ITEM	DESCRIPTION			

ENVIRON. FEE	0.00
STATE/COUNTY TAX	0.00
CITY/OTHER TAX	0.00

**TOTAL ESTIMATE**

**9,902.80**

**EXPIRATION DATE**

**07/19/2013**

**CONDITIONS:**

CLIENT ACKNOWLEDGES THAT THIS QUOTATION IS NOT AN OFFER AND IS MERELY A QUOTATION OF PRICE SUBJECT TO PRICE CHANGES AND AVAILABILITY OF GOODS. A "FIRM QUOTATION" MAY BE GIVEN TO CLIENT UPON REQUEST AND IN SUCH A CASE IS IRREVOCABLE FOR A PERIOD OF THIRTY (30) DAYS, AFTER WHICH TIME THE QUOTATION IS SUBJECT TO PRICE CHANGES AND AVAILABILITY OF GOODS. EMPIRE OFFERS TO DISASSEMBLE AND INSPECT CLIENT'S EQUIPMENT FOR THE PURPOSE OF GIVING A QUOTATION ON PARTS AND/OR SERVICE NECESSARY TO THE REPAIR OF THE EQUIPMENT FOR THE PRICE LISTED HEREIN. (REASSEMBLY COSTS WILL BE SEPARATELY NEGOTIATED). CLIENT IS DEEMED TO HAVE ACCEPTED THIS OFFER BY DELIVERING HIS EQUIPMENT TO EMPIRE'S PREMISES FOR THE ABOVE-DESCRIBED PURPOSES. ACCEPTANCE REQUIRES PAYMENT OF THE DISASSEMBLY AND INSPECTION CHARGE WITHIN THIRTY (30) DAYS OF BILLING. THIS QUOTATION INCLUDES REBUILDING LABOR AND PARTS AS JUDGED BY US TO BE REQUIRED FOR SATISFACTORY PERFORMANCE. BECAUSE IT IS IMPOSSIBLE TO DETERMINE THE EXTENT OF WEAR ON INTERNAL COMPONENTS, ADDITIONAL LABOR AND PARTS MAY BE REQUIRED. IF ADDITIONAL CHARGES ARE ESTIMATED TO EXCEED THIS AMOUNT, CLIENT WILL BE NOTIFIED.



SAFETY ▪ RESPECT ▪ INTEGRITY ▪ TEAMWORK  
EXCELLENCE ▪ STEWARDSHIP ▪ ASTONISHMENT

ESTIMATE NUMBER	11049
CLIENT ORDER	
CLIENT NUMBER	0054054
DATE	07/31/2013
AGMT/PSO/WO #	
EXPIRATION DATE	08/30/2013

SOLD TO  
GILA COUNTY PAYSON MAINT  
PAYSON PARTS/SVC ONLY 5320 EAST HWY 260  
STAR VALLEY AZ 85541

SHIP TO  
GILA CTY HWY DEPT  
5322 E. HWY 260  
PAYSON, AZ. 85541

MAKE	MODEL	SERIAL #	EQUIP #	METER READING	ID NUMBER
CATERPILLAR	816F	05FN00447	H-3	11438	P008544

QUANTITY	ITEM	DESCRIPTION		
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#### 00 TRAVEL TO/FROM JOB SITE

LOCATION:  
BUCK HEAD LAND FILL

BOOM TRUCK TRAVEL IS COVERED BY PROGRAM.

TOTAL PARTS	0.00
TOTAL LABOR	1356.00
LESS 50 % LABOR	-678.00
TOTAL MISC	36.00
SEGMENT 00 TOTAL	714.00

#### 40 REMOVE & INSTALL COMPACTOR WHEEL ALL FOUR WHEELS.

TOTAL PARTS	0.00
TOTAL LABOR	2398.40
TOTAL MISC	0.00
SEGMENT 40 TOTAL	2398.40

#### 41 REMOVE & INSTALL COMPACTOR WHEEL TIP 25% OFF TIP PROGRAM - 4 WHEELS FOR THE PRICE OF 3! ON PARTS.

NEW TIP WILL COME WITH 4YR 10,000 HR WARRANTY

TOTAL PARTS	12072.00
LESS 25 % PARTS	-3018.00
TOTAL LABOR	6195.00
TOTAL MISC	500.00
SEGMENT 41 TOTAL	15749.00



SAFETY ▪ RESPECT ▪ INTEGRITY ▪ TEAMWORK  
EXCELLENCE ▪ STEWARDSHIP ▪ ASTONISHMENT

ESTIMATE NUMBER	11049
CLIENT ORDER	
CLIENT NUMBER	0054054
DATE	07/31/2013
AGMT/PSO/WO #	
EXPIRATION DATE	08/30/2013

MAKE	MODEL	SERIAL #	EQUIP #	METER READING	ID NUMBER
CATERPILLAR	816F	05FN00447	H-3	11438	P008544
QUANTITY	ITEM	DESCRIPTION			

ENVIRON. FEE	0.00
STATE/COUNTY TAX	601.90
CITY/OTHER TAX	167.20

<b>TOTAL ESTIMATE</b>	19,630.50
<b>EXPIRATION DATE</b>	08/30/2013

**CONDITIONS:**

CLIENT ACKNOWLEDGES THAT THIS QUOTATION IS NOT AN OFFER AND IS MERELY A QUOTATION OF PRICE SUBJECT TO PRICE CHANGES AND AVAILABILITY OF GOODS. A "FIRM QUOTATION" MAY BE GIVEN TO CLIENT UPON REQUEST AND IN SUCH A CASE IS IRREVOCABLE FOR A PERIOD OF THIRTY (30) DAYS, AFTER WHICH TIME THE QUOTATION IS SUBJECT TO PRICE CHANGES AND AVAILABILITY OF GOODS. EMPIRE OFFERS TO DISASSEMBLE AND INSPECT CLIENT'S EQUIPMENT FOR THE PURPOSE OF GIVING A QUOTATION ON PARTS AND/OR SERVICE NECESSARY TO THE REPAIR OF THE EQUIPMENT FOR THE PRICE LISTED HEREIN. (REASSEMBLY COSTS WILL BE SEPARATELY NEGOTIATED). CLIENT IS DEEMED TO HAVE ACCEPTED THIS OFFER BY DELIVERING HIS EQUIPMENT TO EMPIRE'S PREMISES FOR THE ABOVE-DESCRIBED PURPOSES. ACCEPTANCE REQUIRES PAYMENT OF THE DISASSEMBLY AND INSPECTION CHARGE WITHIN THIRTY (30) DAYS OF BILLING. THIS QUOTATION INCLUDES REBUILDING LABOR AND PARTS AS JUDGED BY US TO BE REQUIRED FOR SATISFACTORY PERFORMANCE. BECAUSE IT IS IMPOSSIBLE TO DETERMINE THE EXTENT OF WEAR ON INTERNAL COMPONENTS, ADDITIONAL LABOR AND PARTS MAY BE REQUIRED. IF ADDITIONAL CHARGES ARE ESTIMATED TO EXCEED THIS AMOUNT, CLIENT WILL BE NOTIFIED.

# CITY OF TUCSON

## REQUEST FOR PROPOSAL

REQUEST FOR PROPOSAL NUMBER: 120377  
PROPOSAL DUE DATE: NOVEMBER 14, 2011, AT 4:00 P.M. LOCAL AZ TIME  
PROPOSAL SUBMITTAL LOCATION: DEPARTMENT OF PROCUREMENT  
255 W. ALAMEDA, 6<sup>TH</sup> FLOOR, TUCSON, AZ 85701

MATERIAL OR SERVICE: HEAVY EQUIPMENT, PARTS, ACCESSORIES,  
SUPPLIES AND RELATED SERVICES

PRE-PROPOSAL CONFERENCE DATE: OCTOBER 27, 2011  
TIME: 9:00 A.M. LOCAL AZ TIME  
LOCATION: CITY HALL, FINANCE CONFERENCE ROOM  
255 W. ALAMEDA, 5<sup>TH</sup> FLOOR, TUCSON, AZ

CONFERENCE CALL NUMBER: 1-888-394-8197; PASSCODE: 640963

CONTRACT OFFICER: VICTORIA CORTINAS, C.P.M., CPPB  
TELEPHONE NUMBER: (520) 837-4140  
Victoria.Cortinas@tucsonaz.gov

Interested offerors may obtain a copy of this complete solicitation by calling (520) 791-4217. A copy of this solicitation and possible future amendments may also be obtained from our Internet site at: <http://www.tucsonprocurement.com/> by selecting the Bid Opportunities link and the associated solicitation number.

Competitive sealed proposals for the specified material or service shall be received by the Department of Procurement, 255 W. Alameda, 6th Floor, Tucson, Arizona 85701, until the date and time cited.

Proposals must be in the actual possession of the Department of Procurement at the location indicated, on or prior to the exact date and time indicated above. Late proposals shall not be considered. The prevailing clock shall be the City Department of Procurement clock.

Proposals must be submitted in a sealed envelope. The Request for Proposal number and the offeror's name and address should be clearly indicated on the outside of the envelope. All proposals must be completed in ink or typewritten. Questions must be addressed to the Contract Officer listed above.

### \*\*\*\*NOTICE\*\*\*\*

Effective July 1, 2009, the City will no longer mail Notices of available solicitations via the U.S. Postal Service. Email notifications will be provided to those vendors that have updated their vendor record and selected email as their preferred delivery method. For information on how to update your vendor record, please visit [www.tucsonprocurement.com](http://www.tucsonprocurement.com), click on What's New? and read the section titled "Notice of Solicitations." You may also call (520) 791-4217 if you have questions.

VC/sd

PUBLISH DATE: October 12, 2011

## **INTRODUCTION/ BACKGROUND**

The City of Tucson (herein referred to as the City) is requesting proposals from qualified and experienced firms to provide **HEAVY EQUIPMENT, PARTS, ACCESSORIES, SUPPLIES AND RELATED SERVICES**. The City requires a contractor who provides a diverse and extensive supply of equipment for purchase and/or rental to various locations in the Tucson metropolitan area.

Heavy equipment will include, but not be limited to the following equipment categories: Landfill, Construction, and Material Handling. The City has approximately 150 pieces of heavy equipment that falls under the heavy equipment category.

Requirements and qualifications are defined in detail in the Scope of Services Section of this Request for Proposal (RFP). The City seeks a firm(s) that can supply the specified services, supplies, parts, equipment and materials.

## **NATIONAL CONTRACT REQUIREMENTS**

The City, as the Principal Procurement Agency, as defined in Attachment A, has partnered with the National Intergovernmental Purchasing Alliance Company ("National IPA") to make the resultant contract ("Master Agreement") from this solicitation available to other public agencies nationally, including state and local governmental entities, public and private primary, secondary and higher education entities, non-profit entities, and agencies for the public benefit ("Public Agencies"), through National IPA's cooperative purchasing program. The City is acting as the contracting agency for any other Public Agency that elects to utilize the resulting Master Agreement. Use of the Master Agreement by any Public Agency is preceded by their registration with National IPA as a Participating Public Agency in National IPA's cooperative purchasing program. Attachment A contains additional information on National IPA and the cooperative purchasing agreement.

With corporate, pricing and sales commitments from the Supplier, National IPA provides marketing and administrative support for the Supplier that directly promotes the Supplier's products and services to Participating Public Agencies through multiple channels, each designed to promote specific products and services to Public Agencies on a national basis. Public Agencies benefit from pricing based on aggregate spend and the convenience of a contract that has already been advertised and competed. The Supplier benefits from a contract that allows Participating Public Agencies to directly purchase goods and services without the Supplier's need to respond to additional competitive solicitations. As such, the Supplier must be able to accommodate a nationwide demand for services and to fulfill obligations as a nationwide Supplier and respond to the National IPA documents (Attachment A). The City reserves the right to deem submissions that do not include a response to the National IPA documents as non-responsive.

The City anticipates spending approximately \$15 million over the full potential Master Agreement term for heavy equipment. For this fiscal year, the City anticipates purchasing an excavator and a water wagon. While no minimum volume is guaranteed to the Supplier, the estimated annual volume of heavy equipment purchased under the Master Agreement through National IPA is approximately \$100,000,000. This projection is based on the current annual volumes among the City, other Participating Public Agencies that are anticipated to utilize the resulting Master Agreement to be made available to them through National IPA, and volume growth into other Public Agencies through a coordinated marketing approach between the Supplier and National IPA.

## **TENTATIVE SCHEDULE OF EVENTS**

To the extent achievable, the following schedule shall govern the review, evaluation and award of the contract. The dates are estimates only and the City reserves the right to modify the dates below as necessary.

<b>Activity</b>	<b>Estimated Finish Date of Activity</b>
RFP Published	October 12, 2011
Pre-proposal conference	October 27, 2011
Proposal due date	November 14, 2011
Review of Proposals by Evaluation Committee and Reference Checks	November 15, 2011 – January 18, 2012
Vendor Interview / Demonstration	December 7-9, 2011
Evaluation Committee's recommendation	January 4, 2012
Final negotiation completed	January 4-10, 2012
Contract award & issuance of purchase order	January 15, 2012

## **SCOPE OF SERVICES**

### **A. GENERAL REQUIREMENTS**

#### **1. QUALIFIED FIRMS:** Offerors should meet the minimum qualifications:

- a. Have a strong national presence in the heavy equipment industry.
- b. Have a distribution model capable of delivering heavy equipment nationwide.
- c. Have a demonstrated sales presence.
- d. Be able to meet the minimum requirements of the cooperative purchasing program detailed herein.
- e. Be able to provide the full range of products, equipment, parts, materials and services to meet the demands of the City and all agencies that opt to participate in the cooperative purchasing program with the City.

#### **2. PRODUCTION REPORTS:** The Contractor or associated dealer must have the ability to furnish the agency ordering equipment and National IPA MONTHLY progress reports confirming status of delivery dates as agreed upon. These reports shall consist of, but not limited to the following:

- a. Copy of Contractor's order to the factory.
- b. Copy of factory acknowledgment of order indicating scheduled date of production and shipment from factory.
- c. Factory generated computer status reports.
- d. Notification to the City of any changes in production or shipping dates.
- e. Any special information the Contractor shall have that would affect the timely delivery of the vehicles ordered in accordance with original delivery date promise.

In lieu of written reports submitted to Fleet Services, the Contractor may provide access to an Internet based on-line order tracking system. Any on-line system provided must provide the information required above. The Contractor must provide all access codes necessary to view this information.

#### **3. DELIVERY and DELIVERY DOCUMENTATION:** The following documents are due upon delivery of the completed vehicles to the City:

- a. Invoice

- b. Warranty document
- c. Level 1 Inspection
- d. Required manuals

Upon contract award, the Contractor will be required to supply a delivery ticket specifying the purchase order number of each vehicle.

Delivery to the City of Tucson: All deliveries shall be made Monday through Friday from 8:00 a.m. to 3:00 p.m. The Contractor shall be required to give the Operations/Fleet Services Department a minimum of 24-hour notification prior to delivery with the anticipated time of delivery and quantity of units to be delivered.

4. **VEHICLE INSPECTION:** The purchasing agency will assist the Contractor or the authorized dealer in arranging for inspection of each piece of equipment purchased. Each vehicle delivered shall be subject to a complete inspection by the purchasing agency's staff prior to acceptance. Inspection criteria shall include, but not be limited to, conformity to the specifications, mechanical integrity, quality, workmanship and materials. If delivered equipment is returned to the Contractor prior to acceptance for any reason, all corrections shall be made without any inconvenience to the City.
5. **TRAINING:** The Contractor shall provide, at no additional cost, training for each basic unit of equipment purchased. This training shall be adequate to the needs of the typical equipment operator and service technician in order to assure proper operation, utilization and maintenance of the equipment supplied. Any manuals necessary to perform the required training shall be furnished by the Contractor. The trainer shall be factory-trained and thoroughly knowledgeable in equipment operator and service technician functions. Training shall be presented in a quality suitable for videotaping. The City reserves the right to videotape part or all of the training provided at no additional cost to the agency.
6. **REPAIRS:** The Contractor will be responsible for transport of vehicles to and from his place of business for repairs, at not additional cost to the City, until such time as the City of Tucson places the vehicle in service. Transport of the vehicle will not be delayed more that one working day from date of notification.
7. **WARRANTIES:** Offeror shall warrant that all equipment and parts furnished in their offer are newly manufactured and free from defects in material and workmanship from the date the City places the equipment into service. Warranty shall also guarantee accepted trade standards of quality, fitness for the intended uses, and conformance to promises or specified specifications. No other express or implied warranty shall eliminate the vendor's liability as stated herein.
8. **VENDOR SERVICE AND MAINTENANCE:** Contractor will provide and maintain a factory authorized parts and service facility within a reasonable distance to the purchasing location.

For the City, the parts and service facility must be within 125 mile radius of the City of Tucson Price Service Center (4004 S. Park Avenue, 85714). If warranty service is not provided within the Tucson metro area, the Contractor shall be responsible for all costs, including fuel and labor, of transporting vehicle (s) between the City's Price Service Center and the Contractor's service center. The method of transportation must be mutually agreed to by the Contractor and the City prior to transport.

For service calls, the City expects the Contractor to provide a response within 60 minutes.

9. **VEHICLE RECALL NOTICES:** In the event of any recall notice, technical service bulletin, or other important notification affecting a vehicle purchased from this contract, a notice shall be sent to the purchasing agency's representative. For the City of Tucson, all notices shall be sent to General Services, Fleet Services Division, 4004 S. Park Avenue, Building 1, Tucson, AZ 85714.

**B. EQUIPMENT AND PRODUCT REQUIREMENTS:**

1. **EQUIPMENT:** A complete and comprehensive line of Heavy Equipment to support various needs of agencies is requested. The categories include, but are not limited to the following.

**Landfill Equipment:**

Landfill Dozers  
Landfill Compactors  
Landfill Scraper

**Material Handling**

Fork Lift  
Crane / Wheeled  
Crane / Track

**Construction Equipment**

Air Compressor  
Articulated Dump Truck  
Asphalt Cold Planer  
Asphalt Rotary Mixer  
Bucket Truck  
Cement Mixer  
Chip Spreader  
Crack Sealer  
Dozers / Tracked  
Dozers / Wheeled  
Dump Trucks  
Excavators / Tracked  
Excavators / Wheeled  
Ice Resurfacers  
Loaders / Backhoe / Wheeled  
Loaders / Tracked  
Loaders / Wheeled  
Motor Graders  
Patcher Truck

Paver / Tracked  
Paver / Wheeled  
Rollers / Drum / Vibrate  
Rollers / wheeled / Pneumatic  
Rollers / Drum / Wheeled  
Scrapers  
Skid Steer Loaders  
Soil Compactors  
Sweeper / Scrubber  
Sweeper / Street  
Sweeper / walkway  
Trailer / Tilt  
Trailer / Flatbed  
Trailer / Drop Neck  
Trailer / Utility  
Trencher  
Water Truck  
Water Wagon

2. **CURRENT EQUIPMENT AND PRODUCTS:** All equipment and products being offered in response to this solicitation shall be in current and ongoing production; shall be formally announced for general marketing purposes; shall be a model or type currently functioning in a user (paying customer) environment and capable of meeting or exceeding all specifications and requirements set forth in this solicitation.
3. **PRICING:** Offerors shall provide a verifiable price index, to include but not limited to a discount from a verifiable price index, a reduced net pricing schedule, a hybrid or other supplier specific pricing model. The pricing model shall remain firm and will include all charges that may be incurred in fulfilling requirement(s) for the twelve-month period following contract award. Where applicable, pricing shall be determined by applying Offerors discounts to the prices listed on their manufacturer's price lists, retail price sheets, catalogs or by utilizing the reduced net pricing schedule.

## **C. SERVICE REQUIREMENTS**

1. **SERVICES:** The City is interested in inclusion of value-add services. These services may be provided by the authorized manufacturer or dealer and sample categories include, but are not limited to:

- a. **Repair Services:** The ability to provide repair services through authorized manufacturer's facilities or dealers. Repairs services may include, but not limited to, hourly rate for repairs in shop, hourly rate for repairs in field, weld repairs, machining work, etc.
- b. **Maintenance Services:** The ability to provide various maintenance services and options through authorized manufacturer's facilities or dealers. Maintenance services may include scheduled services based upon the manufactures recommended guidelines, to include but not limited to, daily scheduled services, daily fuel dispensing, major/ minor machine cleaning, etc.

For landfill equipment, if the City has purchased the maintenance services from the manufacturer's dealer, the City requires a loaner or rental equipment, at no additional cost, if the machine is down for more than 24 hours.

- c. **Warranties:** The ability to provide a full range of extended warranties.
- d. **Financing Options:** The ability to provide financing options.
- e. **Trade-In or Buyback Options:** The ability to trade-in used equipment or obtain a guaranteed buy back price at the time of purchase.
- f. **Rental:** The ability to rent heavy equipment through the manufacturer or dealer.
- g. **Small Business Program:** The ability to incorporate small business enterprises into your distribution, sales and product offerings.
- h. **Green/Sustainability Program:**
  - 1. Policies: Efforts and policies pertaining to green and sustainability.
  - 2. Products: Impact on product offerings.
  - 3. Distribution: Impact in distribution.
  - 4. Certifications: The industry recognized certifications and standards obtained.
- i. **Training & Education:** The ability to provide on-site and/or online training and educational programs/seminars.
- j. **Customer Support Services:** The policies on replacements, returns, restocking charges, after hours service, after sales support, out of stock, order tracing, technical feedback, quality assurance for orders and drop shipments.
- k. **Other Services/Options:** Other value-add services not included in above categories.

## INSTRUCTIONS TO OFFERORS

### 1. DEFINITION OF KEY WORDS USED IN THE SOLICITATION:

For purposes of this solicitation and subsequent contract, the following definitions shall apply:

**City:** The City of Tucson, Arizona

**Contract:** The legal agreement executed between the City and the Contractor/Consultant. The Contract shall include this RFP document incorporated herein by reference, all terms, conditions, specifications, scope of work, Amendments, the Contractor's offer and negotiated items as accepted by the City.

**Contractor/Consultant:** The individual, partnership, or corporation who, as a result of the competitive solicitation process, is awarded a contract by the City.

**Contract Representative:** The City employee or employees who have specifically been designated to act as a contact person or persons to the Contractor, and is responsible for monitoring and overseeing the Contractor's performance under this Contract.

**Director of Procurement:** The contracting authority for the City, authorized to sign contracts and amendments thereto on behalf of the City.

**May:** Indicates something that is not mandatory but permissible.

**Offeror:** The individual, partnership, or corporation who submits a proposal in response to a solicitation.

**Shall, Will, Must:** Indicates a mandatory requirement. Failure to meet these mandatory requirements, if they constitute a substantive requirement, may, at the City's sole discretion, result in the rejection of a proposal as non-responsive.

**Should:** Indicates something that is recommended but not mandatory. If the Offeror fails to provide recommended information, the City may, at its sole option, ask the Offeror to provide the information or evaluate the proposal without the information.

**2. PRE-PROPOSAL CONFERENCE:** If scheduled, the date and time of a Pre-Proposal conference is indicated on the cover page of this document. Attendance at this conference is not mandatory. Written minutes and/or notes will not be available, therefore attendance is encouraged. If an Offeror is unable to attend the Pre-Proposal Conference questions may be submitted in writing. Offerors are encouraged to submit written questions, via electronic mail or facsimile, at least five days prior to the Request for Proposal due date to the Contract Officer listed above. The purpose of this conference will be to clarify the contents of this Request for Proposal in order to prevent any misunderstanding of the City's position. Any doubt as to the requirements of this Request for Proposal or any apparent omission or discrepancy should be presented to the City at this conference. The City will then determine the appropriate action necessary, if any, and may issue a written amendment to the Request for Proposal. Oral statements or instructions will not constitute an amendment to this Request for Proposal.

**3. INQUIRIES:** Any question related to the Request for Proposal shall be directed to the Contract Officer whose name appears above. An offeror shall not contact or ask questions of the department for whom the requirement is being procured. The Contract Officer may require any and all questions be submitted in writing. Offerors are encouraged to submit written questions via electronic mail or facsimile, at least five days prior to the proposal due date. Any correspondence related to a solicitation should refer to the appropriate Request for Proposal number, page and paragraph number. An envelope containing questions should be identified as such, otherwise it may not be opened until after the official proposal due date and time. Oral interpretations or clarifications will be without legal effect. Only questions answered by a formal written amendment to the Request for Proposal will be binding.

**4. AMENDMENT OF REQUEST FOR PROPOSAL:** The Offeror shall acknowledge receipt of a Request for Proposal Amendment by signing and returning the document by the specified due date and time.

**5. FAMILIARIZATION OF SCOPE OF WORK:** Before submitting a proposal, each offeror shall familiarize itself with the Scope of Work, laws, regulations and other factors affecting contract performance. The Offeror shall be responsible for fully understanding the requirements of the subsequent Contract and otherwise satisfy itself as to the expense and difficulties accompanying the fulfillment of contract requirements. The submission of a proposal will constitute a representation of compliance by the Offeror. There will be no subsequent financial adjustment, other than that provided by the subsequent Contract, for lack of such familiarization.

### 6. PREPARATION OF PROPOSAL:

- A. All proposals shall be on the forms provided in this Request for Proposal package. It is permissible to copy these forms as required. Facsimiles or electronic mail proposals shall not be considered.
- B. At a minimum, your proposal should include the signed Offer and Acceptance form, signed copies of any solicitation amendments, completed Price Page and your response to all evaluation criteria.
- C. The Offer and Acceptance page shall be signed by a person authorized to submit an offer. An authorized signature on the Offer and Acceptance page, Proposal Amendment(s), or cover letter accompanying the proposal documents shall constitute an irrevocable offer to sell the good and/or service specified herein. Offeror shall submit any additional requested documentation, signifying intent to be bound by the terms of the agreement.

- D. The authorized person signing the proposal shall initial erasure, interlineations or other modifications on the proposal.
  - E. In case of error in the extension of prices in the proposal, unit price shall govern when applicable.
  - F. Periods of time, stated as a number of days, shall be in calendar days.
  - G. It is the responsibility of all offerors to examine the entire Request for Proposal package and seek clarification of any requirement that may not be clear and to check all responses for accuracy before submitting a proposal. Negligence in preparing a proposal confers no right of withdrawal after due date and time.
  - H. The City shall not reimburse the cost of developing, presenting, submitting or providing any response to this solicitation.
  - I. Offeror must list any subcontractors to be utilized in the performance of the services specified herein. For each subcontractor, details on respective qualifications must be included.
- 7. PAYMENT DISCOUNTS:** Payment discount periods shall be computed from the date of receipt of the material/service or correct invoice, whichever is later, to the date City's payment warrant is mailed. Unless freight and other charges are itemized, any discount provided shall be taken on full amount of invoice. Payment discounts of twenty-one calendar days or more shall be deducted from the proposed price in determining the price points. However, the City shall be entitled to take advantage of any payment discount offered by a vendor provided payment is made within the discount period.
- 8. TAXES:** The City of Tucson is exempt from federal excise tax, including the federal transportation tax.
- 9. PROPOSAL/SUBMITTAL FORMAT:** An original and 6 copies (7 total) of each proposal should be submitted on the forms and in the format specified in the RFP. Offerors shall also submit 3 electronic copies of the complete proposal response on cd, jump drive or zip disc in MS Office97 or .pdf format. Any confidential information shall be submitted in a separate file on the cd, jump drive or zip disc. The original copy of the proposal should be clearly labeled "Original" and shall be single-sided, three hole punched and in a binder. The material should be in sequence and related to the RFP. **The sections of the submittal should be tabbed, clearly identifiable and should include a minimum of the following sections: the completed Offer and Acceptance Form, all signed Amendments, a copy of this RFP document and the Offeror's response to the Evaluation Criteria including the completed Price Page.** Failure to include the requested information may have a negative impact on the evaluation of the offeror's proposal.
- 10. EXCEPTIONS TO CONTRACT PROVISIONS:** A response to any Request for Proposal is an offer to contract with the City based upon the contract provisions contained in the City's Request for Proposal, including but not limited to, the specifications, scope of work and any terms and conditions. Offerors who wish to propose modifications to the contract provisions must clearly identify the proposed deviations and any proposed substitute language. The provisions of the Request for Proposal cannot be modified without the express written approval of the Director or his designee. If a proposal or offer is returned with modifications to the contract provisions that are not expressly approved in writing by the Director or his designee, the contract provisions contained in the City's Request for Proposal shall prevail.
- 11. PUBLIC RECORD:** All proposals submitted in response to this Request for Proposal shall become the property of the City and shall become a matter of public record available for review subsequent to the award notification.
- 12. CONFIDENTIAL INFORMATION:** The City of Tucson is obligated to abide by all public information laws. If an Offeror believes that any portion of a proposal, offer, specification, protest or correspondence contains information that should be withheld, a statement advising the Contract Officer of this fact should accompany the submission and the information shall be so identified wherever it appears. The City shall review all requests for confidentiality and may provide a written determination to designate specified documents confidential or the request may be denied. Price is not confidential and will not be withheld. If the confidential request is denied, such information shall be disclosed as public information, unless the offeror submits a formal written objection.
- 13. CERTIFICATION:** By signature on the Offer and Acceptance page, solicitation Amendment(s), or cover letter accompanying the submittal documents, Offeror certifies:
- A. The submission of the offer did not involve collusion or other anti-competitive practices.
  - B. The Offeror shall not discriminate against any employee or applicant for employment in violation of Federal or State law.
  - C. The Offeror has not given, offered to give, nor intends to give at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, meal or service to a public servant in connection with the submitted offer.
  - D. The Offeror hereby certifies that the individual signing the submittal is an authorized agent for the Offeror and has the authority to bind the Offeror to the Contract.
- 14. WHERE TO SUBMIT PROPOSALS:** In order to be considered, the Offeror must complete and submit its proposal to the City of Tucson Department of Procurement at the location indicated, prior to or at the exact date and time indicated on the Notice of Request for Proposal page. The Offeror's proposal shall be submitted in a sealed envelope. The words "SEALED

PROPOSAL" with the REQUEST FOR PROPOSAL TITLE, REQUEST FOR PROPOSAL NUMBER, PROPOSAL DUE DATE AND TIME and OFFEROR'S NAME AND ADDRESS shall be written on the envelope.

**15. LATE PROPOSALS:** Late proposals will be rejected.

**16. OFFER AND ACCEPTANCE PERIOD:** In order to allow for an adequate evaluation, the City requires an offer in response to this solicitation to be valid and irrevocable for ninety (90) days after the proposal due date and time.

**17. WITHDRAWAL OF PROPOSAL:** At any time prior to the specified solicitation due date and time, an offeror may formally withdraw the proposal by a written letter, facsimile or electronic mail from the Offeror or a designated representative. Telephonic or oral withdrawals shall not be considered.

**18. DISCUSSIONS:** The City reserves the right to conduct discussions with offerors for the purpose of eliminating minor irregularities, informalities, or apparent clerical mistakes in the proposal in order to clarify an offer and assure full understanding of, and responsiveness to, solicitation requirements.

**19. CONTRACT NEGOTIATIONS:** Exclusive or concurrent negotiations may be conducted with responsible offeror(s) for the purpose of altering or otherwise changing the conditions, terms and price of the proposed contract unless prohibited. Offerors shall be accorded fair and equal treatment in conducting negotiations and there shall be no disclosure of any information derived from proposals submitted by competing offerors. Exclusive or concurrent negotiations shall not constitute a contract award nor shall it confer any property rights to the successful offeror. In the event the City deems that negotiations are not progressing, the City may formally terminate these negotiations and may enter into subsequent concurrent or exclusive negotiations with the next most qualified firm(s).

**20. VENDOR APPLICATION:** Prior to the award of a Contract, the successful offeror shall register with the City's Department of Procurement. Registration can be completed at <http://www.tucsonprocurement.com/> by clicking on Vendor Services. Please note that email notifications of newly published solicitations and amendments will be provided to those vendors that select email as their preferred delivery method in their vendor record.

**21. CITY OF TUCSON BUSINESS LICENSE:** It is the responsibility of the Contractor to have a City of Tucson Business License throughout the life of this contract or a written determination from the City's Business License Section that a license is not required. At any time during the contract, the City may request the Contractor to provide a valid copy of the business license or a written determination that a business license is not required. Application for a City Business License can be completed at <http://www.tucsonaz.gov/etax>. For questions contact the City's Business License Section at (520) 791-4566 or email at [tax-license@tucsonaz.gov](mailto:tax-license@tucsonaz.gov).

**22. UPON NOTICE OF INTENT TO AWARD:** The apparent successful offeror shall sign and file with the City, within five (5) days after Notice of Intent to Award, all documents necessary to the successful execution of the Contract.

**23. AWARD OF CONTRACT:** Notwithstanding any other provision of the Request for Proposal, the City reserves the right to:

- (1) waive any immaterial defect or informality; or
- (2) reject any or all proposals, or portions thereof; or
- (3) reissue the Request for Proposal.

A response to this Request for Proposal is an offer to contract with the City based upon the terms, conditions and Scope of Work contained in the City's Request for Proposal. Proposals do not become contracts unless and until they are executed by the City's Director of Procurement and the City Attorney. A contract has its inception in the award, eliminating a formal signing of a separate contract. All of the terms and conditions of the contract are contained in the Request for Proposal, unless any of the terms and conditions are modified by a Request for Proposal amendment, a Contract Amendment, or by mutually agreed terms and conditions in the Contract documents.

**24. PROPOSAL RESULTS:** The name(s) of the successful offeror(s) will be posted on the Procurement Department's Internet site at <http://www.tucsonprocurement.com/> upon issuance of a Notice of Intent to Award or upon final contract execution.

**25. PROTESTS:** A protest shall be in writing and shall be filed with the Director of Procurement. A protest of a Request for Proposal shall be received at the Department of Procurement not less than five (5) working days before the Request for Proposal due date. A protest of a proposed award or of an award shall be filed within ten (10) days after issuance of notification of award or issuance of a notice of intent to award, as applicable. A protest shall include:

- A. The name, address, and telephone number of the protestant;
- B. The signature of the protestant or its representative;
- C. Identification of the Request for Proposal or Contract number;
- D. A detailed statement of the legal and factual grounds of protest including copies of relevant documents; and
- E. The form of relief requested.

## **PROPOSAL EVALUATION REQUIREMENTS**

### **I. PROPOSAL EVALUATION CRITERIA – (listed in relative order of importance)**

- A. Method of Approach**
- B. Price Proposal**
- C. Qualifications & Experience**

### **II. REQUIREMENTS SPECIFIC TO EVALUATION CRITERIA:** The narrative portion and the materials presented in response to this Request for Proposal should be submitted in the same order as requested and must contain, at a minimum, the following:

#### **A. Method of Approach**

- 1. National Program
  - a. Provide a response to the national program include a detailed response to Attachment A, Exhibit A, National IPA Response for National Cooperative Contract and provide any proposed exceptions to Attachment A, Exhibit B, National IPA Administration Agreement, example.
- 2. Distribution Network
  - a. Describe how your firm proposes to distribute the equipment, accessories, parts, repair and services nationwide. Describe any parts the distribution network will have “on-hand” and those that must be ordered.
  - b. Identify all other companies/distributors/dealers that will be involved in processing, handling or shipping the products/services to Participating Public Agencies.
  - c. Provide the number, size and location of your firm’s manufacturing, distribution facilities, warehouses, service facilities and dealer networks as applicable. State the estimated dollar value of your inventory. Include a map showing heavy equipment distribution network coverage nationwide.
  - d. Describe your dealer network and their role in providing products, services, etc. under this contract.
- 3. Product
  - a. Provide a detailed written response illustrating how the equipment, accessories, parts, supplies and related services offered will meet the requirements of this solicitation. Offerors shall identify and describe their heavy equipment categories. For each proposed category, describe in detail and provide at a minimum the following types of information:
    - 1. Identification and description of equipment categories offered.
    - 2. Identification and description of sub categories.
    - 3. Identify accessories, parts, services, etc. that are available through the manufacturer.
    - 4. Identify accessories, parts, services, etc. that are available through the authorized dealer.

5. Provide descriptions, catalog(s) or website links for accessories, parts and supplies offered.
  - b. Describe your warranty program, including
    1. Types of warranties available (by category or equipment)
    2. Describe your warranty claims procedures.
    3. Describe your policy addressing warranty issues related to
      - a. Major Component Failures
      - b. Engineering Deficiencies
      - c. Describe your firm's standard response time to address warranty failure issues.
  - c. Is there a dedicated support representative that the City should contact? If yes, provide their name and complete contact information.
  - d. Provide information which details the costs, types, and extents of available extended warranty coverage for heavy equipment.
  - e. Describe how your firm is anticipating and ensuring compliance with the Environmental Protection Agency (EPA) emission changes.
  - f. Submit all information that will aid the City in evaluating your proposal.
4. Services
  - a. Provide a detailed written response illustrating how your firm or the authorized dealers will provide services to meet the requirements of this solicitation. Offerors shall provide the proposed services that will meet the Service Requirements section of the Scope Work outlined in this solicitation. For each proposed category, describe and/or provide details explaining your capabilities. In your response include information such as:
  - b. Provide detailed information explaining your service capabilities.
  - c. Provide detailed information explaining the service capabilities of your authorized dealers.
  - d. Describe the maintenance programs offered. If a maintenance program is selected by the City, will your firm provide a loaner or rental machine if the machine is down for more than 24 hours?
  - e. Describe your training programs. The proposed training program shall include but not limited to:
    1. How will equipment training be conducted?
    2. Describe the training curriculum for the equipment operators.
    3. Describe the training curriculum for the service technicians.
    4. How will you accommodate various work shifts?
    5. What type of documentation is provided with the proposed training?
    6. Is a "train the trainer" program available? Is this training different than the regular initial training? Can training sessions be recorded for future use by the agency?
  - f. Submit any other services information that will aid the City in evaluating your proposal.
5. Ordering and Invoices
  - a. Describe your order process.

- b. How do agencies work with your firm to determine appropriate equipment needs?
  - c. Describe the equipment delivery process and your delivery commitment.
  - d. What is your standard equipment delivery timeframes?
  - e. How does your firm communicate order cut off dates to your customers?
  - f. Identify and describe any exceptions or challenges.
  - g. Provide details of the capabilities of your E Commerce website including ability to display contract pricing, on-line ordering, order tracking, search options, order history, technical assistance, lists, technical data and documentation, identification of alternate green products, etc.
  - h. Describe your invoicing process. Is electronic invoicing available? Is summary invoicing available? Are there other options on how an agency receives an invoice? Submit sample invoices.
  - i. Describe how problems – such as a customer ordering a wrong product; a customer receiving a defective or wrong product; etc. – are resolved.
  - j. Describe how your firm measures performance including identification, calculation, tracking and reporting of measurements.
6. Other
- a. Describe any government rebate programs applicable.

**B. Price Proposal**

1. Provide a Price Proposal. Submit the Price Proposal as a separate and clearly identified document. The Price Proposal shall minimally include the following: Offerors shall submit pricing based on the Equipment, Product Requirements and Service Requirement categories identified on the Scope of Services. Pricing should be based upon a verifiable pricing structure, such as a fixed percent discount from an index or indices or established price list, etc. Where applicable, Offerors shall provide pricing for all product and services offered. Describe how pricing is determined for a base model equipment purchase and how pricing is determined for options, accessories and services. Identify the price list being used and include an electronic copy (or website link) so that net prices can be determined.  
  
The price proposal should include pricing for equipment, accessories and options, parts, service and any additional value-add goods or services available such as financing, rental and used equipment for purchase from the vendor. Vendors must indicate if discounts are based on manufacturer price lists or dealer price lists.
2. The City's expectation is that the proposed pricing will not include freight. Based on your distribution network, explain how freight is calculated.
3. The discount structure provided by the supplier is intended to remain constant throughout the term of the Contact. Discuss how often price lists are updated and provide a listing of price list changes that have taken place over the last 3 years. Discuss any known future price list changes or industry changes that will effect pricing over the next 5 years.

4. State if pricing is most favorable offered to government agencies. Describe how your firm will ensure this contract will continually offer the best pricing available to Participating Public Agencies.
5. Provide details of and propose additional discounts for volume orders, special manufacturer's offers, minimum order quantity, free goods program, total annual spend, etc.
6. Provide information on any ordering methods – such as electronic ordering or payment via pCard or EFT – or other criteria which entitle the using agency to additional discounts off of a manufacturer's price list. If so, please provide the percentage discount.
7. As stated in the Instructions to Offerors, 7. Discounts, the price(s) herein can be discounted by \_\_\_\_\_%, if payment is made within \_\_\_\_\_ days.
8. Indicate if payment will be accepted via credit card. \_\_\_\_\_Yes \_\_\_\_\_No
  - a. If yes, can commercial payment(s) be made online? \_\_\_\_\_Yes \_\_\_\_\_No
  - b. Will a third party be processing the commercial credit card payment(s)?  
\_\_\_\_\_Yes \_\_\_\_\_No
  - c. If yes, indicate the flat fee per transaction \$\_\_\_\_\_ (as allowable, per Section 5.2.E of Visa Operating Regulations).If "no" to above, will consideration be given to accept the card? \_\_\_\_\_Yes \_\_\_\_\_No
9. Does your firm have a City of Tucson Business License? \_\_\_\_\_Yes \_\_\_\_\_No  
If yes, please provide a copy of your City of Tucson Business license.

**C. Qualifications and Experience**

1. Provide a brief history and description of your company. Describe your market position in the local government, educational and medical market spaces.
2. Describe your dealer network and their role in providing products and services under this contract.
3. Provide a listing of key personnel who may be assigned to the City's contract. Include their title within your organization and the description of the type of work they may perform. Please identify an executive corporate sponsor who will be responsible for the overall management of the awarded Master Agreement.
4. Summarize your experience in providing equipment, products and services similar to that outlined in the Scope of Work. Provide a minimum of three references for which you have provided similar products and services. References from other public agencies, particularly municipal governments, are preferred. Please include company name, address, phone, email, and contact person.
5. Please submit any additional information that you feel is applicable to your qualifications and experience.
6. Provide the qualifications of technicians that will be servicing equipment throughout the nation.

7. Describe your quality control program including but not limited to: what is your quality control procedures, who performs the quality control inspection? What are the qualifications of the inspectors? What items are inspected / tested? Etc.

### **III. GENERAL**

#### **A. Shortlist:**

The City reserves the right to shortlist the offerors on Method of Approach, Price Proposal and Qualifications & Experience of the stated criteria. For the initial scoring, pricing will be evaluated subjectively by the evaluation committee. However, for final award, the City will request specific pricing for equipment based upon the City's specifications. However, the City may determine that shortlisting is not necessary.

#### **B. Interviews/Demonstrations:**

The City reserves the right to conduct interviews and/or product demonstrations with some or all of the offerors at any point during the evaluation process. However, the City may determine that interviews and/or demonstrations are not necessary. In the event these are conducted, information provided during the interview and/or demonstration process shall be taken into consideration when evaluating the stated criteria. The City shall not reimburse the offeror for the costs associated with the interview and/or demonstration process.

#### **C. Additional Investigations:**

The City reserves the right to make such additional investigations as it deems necessary to establish the competence and financial stability of any offeror submitting a proposal.

#### **D. Prior Experience:**

Experiences with the City and entities that evaluation committee members represent may be taken into consideration when evaluating offers.

#### **E. Multiple Awards:**

To provide adequate contract coverage, at the City's sole discretion, multiple awards may be made.

## **SPECIAL TERMS AND CONDITIONS**

- 1. FEDERAL, STATE AND LOCAL TAXES, LICENSES AND PERMITS:** The Supplier shall comply with all Federal, State, and local licenses and permits required for the operation of the business conducted by the Supplier as applicable to this Contract. The Supplier shall, at no expense to the City, National IPA, or other Participating Public Agencies, procure and keep in force during the entire period of the Agreement all such permits and licenses.
- 2. SUBCONTRACTORS:** No subcontract shall be made by the contractor with any other party for furnishing any of the services herein contracted for without the advance written approval of the Department of Procurement. All subcontractors shall comply with Federal and State laws and regulations that are applicable to the services covered by the subcontractor and shall include all the terms and conditions set forth herein which shall apply with equal force to the subcontract, as if the subcontractor were the Contractor referred to herein. Contractor is responsible for contract performance whether or not subcontractors are used.
- 3. FOB DESTINATION FREIGHT PREPAID:** Prices shall be FOB Destination Freight Prepaid to the delivery location designated. Contractor shall retain title and control of all goods until they are delivered and the Contract of coverage has been completed. All risk of transportation and all related charges shall be the responsibility of the Contractor. All claims for visible or concealed damage shall be filed by the Contractor. The City will assist the Contractor in arranging for inspection.
- 4. INSURANCE:** The Contractor agrees to:
  - A. Obtain insurance coverage of the types and amount required in this section and keep such insurance coverage in force throughout the life of this Contract. All policies will contain an endorsement providing that written notice be given to the City at least ten (10) calendar days prior to termination, cancellation, or reduction in coverage in any policy.
  - B. The Comprehensive General Liability Insurance and Comprehensive Automobile Liability Insurance policies will include the City as an additional insured with respect to liability arising out of the performance of this Contract. The Contractor agrees that the insurance hereunder will be primary and that any insurance carried by the City will be excess and not contributing.
  - C. Provide and maintain minimum insurance limits as applicable.

<u>Coverage Afforded</u>	<u>Limits of Liability</u>
Workmen's Compensation	Statute
Employer's Liability	\$100,000
Comprehensive General Liability Insurance	\$1,000,000 Bodily Injury
Including:	Combined Single Limit
(1) Products & Completed Operations	\$100,000 Property Damage
(2) Blanket Contractual	
Comprehensive Automobile	\$1,000,000 Bodily Injury Liability Insurance
Including:	Combined Single Limit
(1) Non-Owned	\$100,000 Property Damage
(2) Leased	
(3) Hired Vehicles	

Contractor will present to the City written evidence (Certifications of Insurance) of compliance with Items A., B and C. above. Said evidence shall be to the City Procurement Director's satisfaction.

5. **PAYMENTS:** All payments made by the City of Tucson for goods or services will be made to the vendor named on the Offer and Acceptance form. If you do not wish payment to be made to that address, you must submit an attached sheet indicating the proper mailing address with this bid.
6. **RIGHT TO TERMINATE FOR CHANGE IN OWNERSHIP OR MATERIAL RESTRUCTURE OF THE CONTRACTOR:** In addition to the Termination of Contract clause in the Standard Terms and Conditions section of this solicitation and resulting contract, the City reserves the right to cancel the whole or part of this contract within 60 days written notice of the completion of any material change of ownership in the Contractor's company, including its sale, merger, consolidation or dissolution.
7. **TERM AND RENEWAL:** The term of the Contract shall commence upon award and shall remain in effect for a period of one (1) year, unless terminated, canceled or extended as otherwise provided herein. The Contractor agrees that the City of Tucson shall have the right, at its sole option, to renew the Contract for four (4) additional one-year periods or portions thereof. In the event that the City exercises such rights, all terms, conditions and provisions of the original Contract shall remain the same and apply during the renewal period with the possible exception of price and minor scope additions and/or deletions.
8. **PRICE ADJUSTMENT:** The City will review fully documented requests for price adjustment after any Contract has been in effect for one (1) year. Any price adjustment will only be made at the time of Contract renewal and/or extension and will be a factor in the extension review process. The City will determine whether the requested price adjustment or an alternate option, is in the best interest of the

## STANDARD TERMS AND CONDITIONS

1. **ADVERTISING:** Contractor shall not advertise or publish information concerning this Contract without prior written consent of the City's Director of Procurement.
2. **AFFIRMATIVE ACTION:** Contractor shall abide by the provisions of the Tucson Procurement Code Chapter 28, Article XII.
3. **AMERICANS WITH DISABILITIES ACT:** The Contractor shall comply with all applicable provisions of the Americans with Disabilities Act (Public Law 101-336, 42 U.S.C. 12101, et seq.) and applicable Federal regulations under the Act.
4. **APPLICABLE LAW:** This Contract shall be governed, and the City and Contractor shall have all remedies afforded to each, by the Tucson Procurement Code and the law of the State of Arizona. State law claims shall be brought only in Pima County Superior Court.
5. **ASSIGNMENT-DELEGATION:** No right or interest in this Contract shall be assigned by the Contractor without prior written permission of the City, and no delegation of any duty of the Contractor shall be made without prior written permission of the City's Director of Procurement. The City shall not unreasonably withhold approval and shall notify the Contractor of the City's position by written notice.
6. **CERTIFICATION OF COMPLIANCE WITH A.R.S. SEC. 35-393 ET SEQ.:** By signing this contract, the Contractor certifies that it does not have scrutinized business operations in Iran as required by A.R.S. sec. 35-393 et seq. If the City determines that the Contractor has submitted a false certification, the City may impose remedies as provided in the Tucson Procurement Code up to and including termination of this contract.
7. **CHILD/SWEAT-FREE LABOR POLICY:** The Contractor shall comply with all applicable provisions of the United States Federal and State Child Labor and Worker's Right laws and agrees if called upon to affirm in writing, that they, and any subcontractor involved in the provision of goods to the City, are in compliance.
8. **CLEAN UP:** The Contractor shall at all times keep the contract area, including storage areas used by the Contractor, free from accumulation of waste material or rubbish and, prior to completion of the work, remove any rubbish from the premises and all tools, scaffolding, equipment and materials not property of the City. Upon completion of the repair, the Contractor shall leave the work and premises in clean, neat and workmanlike condition.
9. **COMMENCEMENT OF WORK:** The Contractor is cautioned not to commence any billable work or provide any material or service under this Contract until Contractor receives purchase order or is otherwise directed to do so, in writing, by the City.
10. **CONFIDENTIALITY OF RECORDS:** The Contractor shall establish and maintain procedures and controls that are acceptable to the City for the purpose of assuring that no information contained in its records or obtained from the City or from others in carrying out its functions under the Contract shall be used by or disclosed by it, its agents, officers, or employees, except as required to efficiently perform duties under the Contract. Persons requesting such information should be referred to the City. Information pertaining to individual persons shall not be divulged other than to employees or officers of Contractor as needed for the performance of duties under the Contract, unless otherwise agreed to in writing by the City.
11. **CONTRACT AMENDMENTS:** The Procurement Department has the sole authority to:
  - A. Amend the contract or enter into supplemental verbal or written agreements;
  - B. Grant time extensions or contract renewals;
  - C. Otherwise modify the scope or terms and provisions of the contract.

This Contract shall only be modified with the approval of the Department of Procurement. Except in the case of a documented emergency, approval must be granted prior to performance. Any contract modification not explicitly approved by the Procurement Department through a written contract amendment or change order is performed at the sole risk of the Contractor and may not be eligible for payment by the City.

12. **CONTRACT:** The Contract shall be based upon the Request for Proposal issued by the City and the Offer submitted by the Contractor in response to the Request for Proposal. The offer shall substantially conform to the terms, conditions, specifications and other requirements set forth within the text of the Request for Proposal. The City reserves the right to clarify any contractual terms with the concurrence of the Contractor; however, any substantial non-conformity in the offer, as determined by the City's Director of Procurement, shall be deemed non-responsive and the offer rejected. The Contract shall contain the entire agreement between the City of Tucson and the Contractor relating to this requirement and shall prevail over any and all previous agreements, contracts, proposals, negotiations, purchase orders, or master agreements in any form.

- 13. DEFAULT IN ONE INSTALLMENT TO CONSTITUTE TOTAL BREACH:** Contractor shall deliver conforming materials in each installment or lot of this Contract and may not substitute nonconforming materials. Delivery of nonconforming materials, or default of any nature, may constitute breach of the Contract. Noncompliance may be deemed a cause for possible Contract termination.
- 14. DUPLEXED/RECYCLED PAPER:** In accordance with efficient resource procurement and utilization policies adopted by the City of Tucson, the Contractor shall ensure that, whenever practicable, all printed materials produced by the Contractor in the performance of this Contract are duplexed (two-sided copies), printed on recycled paper and labeled as such.
- 15. EXCLUSIVE POSSESSION:** All services, information, computer program elements, reports and other deliverables created under this Contract are the sole property of the City of Tucson and shall not be used or released by the Contractor or any other person except with prior written permission by the City.
- 16. FEDERAL IMMIGRATION LAWS AND REGULATIONS:** Contractor warrants that it complies with all Federal Immigration laws and regulations that relate to its employees and complies with A.R.S. § 23-214(A) and that it requires the same compliance of all subcontractors under this Contract. Contractor acknowledges that pursuant to A.R.S. § 41-4401 and effective September 30, 2008, a breach of this warranty is a material breach of this Contract subject to penalties up to and including termination of this Contract. The City retains the legal right to audit the records of the Contractor and inspect the papers of any employee who works for the Contractor to ensure compliance with this warranty and the Contractor shall assist in any such audit. The Contractor shall include the requirements of this paragraph in each contract with subcontractors under this Contract.

If the Contractor or subcontractor warrants that it has complied with the employment verification provisions prescribed by sections 274(a) and 274(b) of the Federal Immigration and Nationality Act and the E-verify requirements prescribed by A.R.S. § 23-214(A), the Contractor or subcontractor shall be deemed to be in compliance with this provision. The City may request proof of such compliance at any time during the term of this Contract by the Contractor and any subcontractor.

- 17. FORCE MAJEURE:** Except for payment of sums due, neither party shall be liable to the other nor deemed in default under this Contract if and to the extent that such party's performance of this Contract is prevented by reason of Force Majeure. The term "Force Majeure" means an occurrence that is beyond the control of the party affected and occurs without its fault or negligence. Force Majeure shall not include late performance by a subcontractor unless the delay arises out of a Force Majeure occurrence in accordance with this Force Majeure term and condition.

If either party is delayed at any time in the progress of the work by Force Majeure, the delayed party shall notify the other party in writing of such delay, as soon as is practical, of the commencement thereof and shall specify the causes of such delay in such notice. Such notice shall be hand-delivered or mailed certified-return receipt and shall make a specific reference to this article, thereby invoking its provisions. The delayed party shall cause such delay to cease as soon as practicable and shall notify the other party in writing when it has done so. The time of completion shall be extended by contract modification for a period of time equal to the time that results or effects of such delay prevent the delayed party from performing in accordance with this Contract.

- 18. GRATUITIES:** The City may, by written notice to the Contractor, terminate this Contract if it is found that gratuities, in the form of entertainment, gifts, meals or otherwise, were offered or given by the Contractor or any agent or representative of the Contractor, to any officer or employee of the City amending, or the making of any determinations with respect to the performing of such Contract. In the event this Contract is terminated by the City pursuant to this provision, the City shall be entitled, in addition to any other rights and remedies, to recover or withhold from the Contractor the amount of the gratuity.
- 19. HUMAN RELATIONS:** Contractor shall abide by the provisions of the Tucson City Code Chapter 28, Article XII.
- 20. INDEMNIFICATION:** To the fullest extent permitted by law, Contractor, its successors, assigns and guarantors, shall pay, defend, indemnify and hold harmless the City of Tucson, its agents, representatives, officers, directors, officials and employees from and against all allegations, demands, proceedings, suits, actions, claims, including claims of patent or copyright infringement, damages, losses, expenses, including but not limited to, attorney fees, court costs, and the cost of appellate proceedings, and all claim adjusting and handling expense, related to, arising from or out of or resulting from any actions, acts, errors, mistakes or omissions caused in whole or part by Contractor relating to work, services and/or products provided in the performance of this Contract, including but not limited to, any Subcontractor or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable and any injury or damages claimed by any of Contractor's and Subcontractor's employees.

- 21. INDEPENDENT CONTRACTOR:** It is understood that each party shall act in its individual capacity and not as an agent, employee, partner, joint venturer, or associate of the other. An employee or agent of one party shall not be deemed or construed to be the employee or agent of the other party for any purpose.

The Contractor shall not be entitled to compensation in the form of salaries, paid vacation or sick days by the City.

The City of Tucson will not provide any insurance coverage to the Contractor, including Worker's Compensation coverage. The Contractor is advised that taxes, social security payments, and other withholdings shall not be withheld from a City payment issued under this Contract and that Contractor should make arrangements to directly pay such expenses.

- 22. INSPECTION AND ACCEPTANCE:** All material or service is subject to final inspection and acceptance by the City. Material or service failing to conform to the specifications of this Contract shall be held at the Contractor's risk and may be returned to the Contractor. If returned, all costs are the responsibility of the Contractor. Noncompliance may be deemed a cause for possible Contract termination.

- 23. INTERPRETATION-PAROLE EVIDENCE:** This Contract is intended by the parties to be a final expression of their agreement and is intended also as a complete and exclusive statement of the terms of this agreement. No course of prior dealings between the parties and no usage of the trade shall be relevant to supplement or explain any term used in the Contract. Acceptance or consent in the course of performance under this Contract shall not be relevant to determine the meaning of this Contract even though the accepting or consenting party has knowledge of the nature of the performance and the opportunity to object.

- 24. LICENSES:** Contractor shall maintain in current status all Federal, State, and local licenses and permits required for the operation of the business conducted by the Contractor as applicable to this Contract.

- 25. LIENS:** All materials, services, and other deliverables supplied to the City under this Contract shall be free of all liens other than the security interest. Security interest shall extinguish upon full payment made by the City. Upon the City's request, the Contractor shall provide a formal release of all liens.

- 26. NO REPLACEMENT OF DEFECTIVE TENDER:** Every tender of materials must fully comply with all provisions of this Contract. If a tender is made which does not fully comply, this shall conform to the termination clause set forth within this document.

- 27. NON-EXCLUSIVE CONTRACT:** Any contract resulting from this solicitation shall be awarded with the understanding and agreement that it is for the sole convenience of the City of Tucson. The City reserves the right to obtain like goods or services from another source when necessary.

- 28. OVERCHARGES BY ANTITRUST VIOLATIONS:** The City maintains that, in actual practice, overcharges resulting from antitrust violations are borne by the purchaser. Therefore, to the extent permitted by law, the Contractor hereby assigns to the City any and all claims for such overcharges as to the materials or services used to fulfill the Contract.

- 29. PAYMENT:** The City's preferred method of payment is via credit card. The City will issue a Purchase Order and, in some cases, either provide a credit card for payment at the time of ordering or pay subsequent invoices by credit card upon receipt of goods or services in good order. However, not all City employees will possess a credit card and, therefore, the City reserves the right to make payment by check as it deems necessary.

Unless payment is made by credit card at time of order or point of sale, a separate invoice shall be issued for each shipment of material or service performed, and no payment shall be issued prior to receipt of material or service and correct invoice.

The City shall make every effort to process payment for the purchase of materials or services within twenty-one (21) calendar days after receipt of materials or services and a correct invoice.

- 30. PROTECTION OF GOVERNMENT PROPERTY:** The Contractor shall use reasonable care to avoid damaging existing buildings, equipment, and vegetation (such as trees, shrubs, and grass) on City property. If the Contractor fails to do so and damages such property, the Contractor shall replace or repair the damage at no expense to the City, as determined and approved by the City's Director of Procurement. If the Contractor fails or refuses to make such repair or replacement, the City will determine a cost and the Contractor shall be liable for the cost thereof, which may be deducted from the Contract price.

- 31. PROVISIONS REQUIRED BY LAW:** Each and every provision of law and any clause required by law to be in the Contract shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not

inserted, or is not correctly inserted, then upon the application of either party the Contract shall be amended to make such insertion or correction.

- 32. RECORDS:** Internal control over all financial transactions related to this Contract shall be in accordance with sound fiscal policies. The City may, at reasonable times and places, audit the books and records of the Contractor and/or any subcontractors. Said audit shall be limited to this Contract.
- 33. RIGHT TO ASSURANCE:** Whenever one party to this Contract has reason to question, in good faith, the other party's intent to perform, the former party may demand that the other party give a written assurance of this intent to perform. In the event that a demand is made and no written assurance is given within five (5) days, the demanding party may treat this failure as the other party's intent not to perform and as a cause for possible Contract termination.
- 34. RIGHT TO INSPECT:** The City may, at reasonable times, and at the City's expense, inspect the place of business of a Contractor or subcontractor which is related to the performance of any Contract as awarded or to be awarded.
- 35. RIGHTS AND REMEDIES:** No provision in this document or in the Contractor's proposal shall be construed, expressly or by implication, as a waiver by either party of any existing or future right and/or remedy available by law in the event of any claim, default or breach of contract. The failure of either party to insist upon the strict performance of any term or condition of the Contract, to exercise or delay the exercise of any right or remedy provided in the Contract or by law, or to accept materials or services required by this Contract or by law shall not be deemed a waiver of any right of either party to insist upon the strict performance of the Contract.
- 36. SEVERABILITY:** The provisions of this Contract are severable to the extent that any provision or application held to be invalid shall not affect any other provision or application of the Contract which may remain in effect without the valid provision or application.
- 37. SHIPMENT UNDER RESERVATION PROHIBITED:** No tender of a bill of lading shall operate as a tender of the materials. Non-compliance shall conform to the termination clause set forth within this document.
- 38. SUBCONTRACTS:** No subcontract shall be entered into by the Contractor with any other party to furnish any of the material/service specified herein without the advance written approval of the City's Director of Procurement. All subcontracts shall comply with Federal and State laws and regulations which are applicable to the services covered by the subcontract and shall include all the terms and conditions set forth herein which shall apply with equal force to the subcontract, as if the subcontractor were the Contractor referred to herein. The Contractor is responsible for contract performance whether or not subcontractors are used.
- 39. SUBSEQUENT EMPLOYMENT:** The City may terminate this Contract without penalty or further obligation pursuant to A.R.S. Section 38-511 if any person significantly involved in initiating, negotiating, securing, drafting, or creating the Contract, on behalf of the City, is or becomes, at any time while the Contract or any extension of the Contract is in effect, an employee of, or a contractor to, any other party to this Contract with respect to the subject matter of the Contract. Termination shall be effective when written notice from the City's Director of Procurement is received by the parties to this Contract, unless the notice specifies a later time.
- 40. TERMINATION OF CONTRACT:** This Contract may be terminated at any time by mutual written consent, or by the City, with or without cause, upon giving thirty (30) days written notice. The City, at its convenience, by written notice, may terminate this Contract, in whole or in part. If this Contract is terminated, the City shall be liable only for payment under the payment provisions of this Contract for services rendered and accepted material received by the City before the effective date of termination.

The City reserves the right to terminate the whole or any part of this Contract due to the failure of the Contractor to carry out any term or condition of the Contract. The City will issue a written ten (10) day notice of default to the Contractor for acting or failing to act as specified in any of the following:

In the opinion of the City, the Contractor provides personnel that do not meet the requirements of the Contract;

In the opinion of the City, the Contractor fails to perform adequately the stipulations, conditions or services/specifications required in this Contract;

In the opinion of the City, the Contractor attempts to impose personnel, materials, products or workmanship of an unacceptable quality;

The Contractor fails to furnish the required service and/or product within the time stipulated in the Contract;

In the opinion of the City, the Contractor fails to make progress in the performance of the requirements of the Contract;

The Contractor gives the City a positive indication that the Contractor will not or cannot perform to the requirements of the Contract.

Each payment obligation of the City created by this Contract is conditioned upon the availability of City, State and Federal funds that are appropriated or allocated for the payment of such an obligation. If funds are not allocated by the City and available for the continued purchase of the services and/or materials provided under this Contract, this Contract may be terminated by the City at the end of the period for which funds are available. The City will endeavor to notify the Contractor in the event that continued service will or may be affected by non-appropriation. No penalty shall accrue to the City in the event this provision is exercised, and the City shall not be obligated or liable for any future payments due or for any damages as a result of termination under this paragraph.

- 41. TITLE AND RISK OF LOSS:** The title and risk of loss of material or service shall not pass to the City until the City actually receives the material or service at the point of delivery, unless otherwise provided within this Contract.
- 42. WARRANTIES:** Contractor warrants that all material or service delivered under this Contract shall conform to the specifications of this Contract. Mere receipt of shipment of the material or service specified and any inspection incidental thereto by the City shall not alter or affect the obligations of the Contractor or the rights of the City under the foregoing warranties. Additional warranty requirements may be set forth in this document.

## OFFER AND ACCEPTANCE

### OFFER

#### TO THE CITY OF TUCSON:

The Undersigned hereby offers and shall furnish the material or service in compliance with all terms, scope of work, conditions, specifications, and amendments in the Request for Proposal which is incorporated by reference as if fully set forth herein.

For clarification of this offer, contact:

\_\_\_\_\_  
Company Name

Name: \_\_\_\_\_

\_\_\_\_\_  
Address

Title: \_\_\_\_\_

\_\_\_\_\_  
City State Zip

Phone: \_\_\_\_\_

\_\_\_\_\_  
Signature of Person Authorized to Sign

Fax: \_\_\_\_\_

\_\_\_\_\_  
Printed Name

E-mail: \_\_\_\_\_

\_\_\_\_\_  
Title

### ACCEPTANCE OF OFFER

The Offer is hereby accepted. The Contractor is now bound to sell the materials or services specified in the Contract. This Contract shall be referred to as Contract No. \_\_\_\_\_.

**CITY OF TUCSON**, a municipal corporation

Approved as to form this \_\_\_\_\_ day of \_\_\_\_\_, 2011.

Awarded this \_\_\_\_\_ day of \_\_\_\_\_, 2011.

\_\_\_\_\_  
As Tucson City Attorney and not personally

\_\_\_\_\_  
Mark A. Neihart, C.P.M., CPPB, A.P.P., CPM  
As Director of Procurement and not personally

# ATTACHMENT A



## **Requirements for National Cooperative Contract To be Administered by National Intergovernmental Purchasing Alliance Company**

The following documents are used in evaluating and administering national cooperative contracts and are included for Supplier's review and response.

National IPA Exhibit A – NATIONAL IPA RESPONSE FOR NATIONAL COOPERATIVE CONTRACT

National IPA Exhibit B – NATIONAL IPA ADMINISTRATION AGREEMENT, EXAMPLE

National IPA Exhibit C – NATIONAL IPA MASTER INTERGOVERNMENTAL COOPERATIVE PURCHASING AGREEMENT, EXAMPLE

National IPA Exhibit D – NATIONAL IPA PRINCIPAL PROCUREMENT AGENCY CERTIFICATE, EXAMPLE

National IPA Exhibit E – NATIONAL IPA CONTRACT SALES REPORTING TEMPLATE

National IPA Exhibit F – NATIONAL IPA ADVERTISING COMPLIANCE REQUIREMENT

**NATIONAL INTERGOVERNMENTAL PURCHASING ALLIANCE COMPANY EXHIBITS**  
**EXHIBIT A- RESPONSE FOR NATIONAL COOPERATIVE CONTRACT**

**1.0 Scope of National Cooperative Contract**

**1.1 Requirement**

The City of Tucson (hereinafter defined and referred to as “Principal Procurement Agency”), on behalf of itself and the National Intergovernmental Purchasing Alliance Company (“National IPA”), is requesting proposals for PRODUCT. The intent of this Request for Proposal is that any contract between Principal Procurement Agency and Supplier resulting from this Request for Proposal (hereinafter defined and referred to as the “Master Agreement”) be made available to other public agencies nationally, including state and local governmental entities, public and private primary, secondary and higher education entities, non-profit entities, and agencies for the public benefit (“Public Agencies”), through National IPA’s cooperative purchasing program. The Principal Procurement Agency has executed a Principal Procurement Agency Certificate with National IPA (an example of which is included as Exhibit D) and has agreed to pursue the Master Agreement. Use of the Master Agreement by any Public Agency, including the Principal Procurement Agency, will be preceded by their registration with National IPA as a Participating Public Agency in National IPA’s cooperative purchasing program. Registration with National IPA as a Participating Public Agency is accomplished by Public Agencies entering into a Master Intergovernmental Cooperative Purchasing Agreement, an example of which is attached as Exhibit C. The terms and pricing established in the resulting Master Agreement between the Supplier and the Principal Procurement Agency will be the same as that available to Participating Public Agencies through National IPA.

All transactions, purchase orders, etc., will occur directly between the Supplier and each Participating Public Agency individually, and neither National IPA, any Principal Procurement Agency nor any Participating Public Agency, including their respective agents, directors, employees or representatives, shall be liable to Supplier for any acts, liabilities, damages, etc. incurred by any other Participating Public Agency.

This Exhibit A defines the expectations for qualifying Suppliers based on National IPA’s requirements to market the resulting Master Agreement nationally to Public Agencies. Each section in this Exhibit A refers to the capabilities, requirements, obligations, and prohibitions of competing Suppliers on a national level in order to serve Participating Public Agencies through National IPA.

These requirements are incorporated into and are considered an integral part of this RFP. National IPA reserves the right to determine whether or not to make the Master Agreement awarded by the Principal Procurement Agency available to Participating Public Agencies.

**1.2 Marketing and Administrative Support**

During the term of the Master Agreement National IPA intends to provide marketing and administrative support for Supplier pursuant to this section 1.2 that directly promotes the Supplier’s products and services to Participating Public Agencies through multiple channels, each designed to promote specific products and services to Public Agencies on a national basis.

The National IPA marketing team will work in conjunction with Supplier to promote the Master Agreement to both existing Participating Public Agencies and prospective Public Agencies through:

- A. Marketing collateral (print, email, presentations)
- B. Website support
- C. Trade shows/conferences/meetings
- D. Advertising

The National IPA sales teams will work in conjunction with Supplier to promote the Master Agreement to both existing Participating Public Agencies and prospective Public Agencies through:

- A. Individual sales calls
- B. Joint sales calls
- C. Communications/customer service
- D. Training sessions for Public Agency teams

**NATIONAL INTERGOVERNMENTAL PURCHASING ALLIANCE COMPANY EXHIBITS  
EXHIBIT A- NATIONAL IPA RESPONSE FOR NATIONAL COOPERATIVE CONTRACT**

E. Training sessions for Supplier teams

The National IPA contracting teams will work in conjunction with Supplier to promote the Master Agreement to both existing Participating Public Agencies prospective Public Agencies through:

- A. Serving as the subject matter expert for questions regarding joint powers authority and state statutes and regulations for cooperative purchasing
- B. Training sessions for Public Agency teams
- C. Training sessions for Supplier teams
- D. Regular business reviews to monitor program success
- E. General contract administration

Suppliers are required to pay an administrative fee of 2.5% of the greater of the Contract Sales under the Master Agreement and guaranteed Contract Sales under this Request for Proposal. Supplier will be required to execute the National IPA Administration Agreement (refer to Exhibit B).

Capitalized terms not otherwise defined herein shall have the meanings given to them in the Master Agreement or in the National Intergovernmental Purchasing Alliance Company Administration Agreement between Supplier and National IPA (the "National IPA Administration Agreement")

**1.3 Estimated Volume**

The dollar volume purchased under the Master Agreement is estimated to be approximately \$100,000,000 annually. While no minimum volume is guaranteed to Supplier, the estimated annual volume is projected based on the current annual volumes among the Principal Procurement Agency, other Participating Public Agencies that are anticipated to utilize the resulting Master Agreement to be made available to them through National IPA, and volume growth into other Public Agencies through a coordinated marketing approach between Supplier and National IPA.

**1.4 Award Basis**

The basis of any contract award resulting from this RFP made by Principal Procurement Agency will be the basis of award on a national level through National IPA. If multiple suppliers are awarded by Principal Procurement Agency under the Master Agreement, those same suppliers will be required to extend the Master Agreement to Participating Public Agencies through National IPA. Utilization of the Master Agreement by Participating Public Agencies will be at the discretion of the individual Participating Public Agency. Certain terms of the Master Agreement specifically applicable to the Principal Procurement Agency are subject to modification for each Participating Public Agency as Supplier, such Participating Public Agency and National IPA shall agree.

**1.5 Objectives of Cooperative Program**

This RFP is intended to achieve the following objectives regarding availability through National IPA's cooperative program:

- A. Provide a comprehensive competitively solicited and awarded national agreement offering the Products covered by this solicitation to Participating Public Agencies;
- B. Establish the Master Agreement as the Supplier's primary go to market strategy to Public Agencies nationwide;
- C. Achieve cost savings for Supplier and Public Agencies through a single solicitation process that will reduce the Supplier's need to respond to multiple solicitations;
- D. Combine the aggregate purchasing volumes of Participating Public Agencies to achieve cost effective pricing.

**2.0 REPRESENTATIONS AND COVENANTS**

As a condition to Supplier entering into the Master Agreement, which would be available to all Public Agencies, Supplier must make certain representations, warranties and covenants to both the Principal Procurement Agency and National IPA designed to ensure the success of the Master Agreement for all Participating Public Agencies as well as the Supplier.

**NATIONAL INTERGOVERNMENTAL PURCHASING ALLIANCE COMPANY EXHIBITS  
EXHIBIT A- NATIONAL IPA RESPONSE FOR NATIONAL COOPERATIVE CONTRACT**

**2.1 Corporate Commitment**

Supplier commits that (1) the Master Agreement has received all necessary corporate authorizations and support of the Supplier's executive management, (2) the Master Agreement is Supplier's primary "go to market" strategy for Public Agencies, (3) the Master Agreement will be promoted to all Public Agencies, including any existing customers, and Supplier will transition existing customers, upon their request, to the Master Agreement, and (4) that the Supplier has read and agrees to the terms and conditions of the Administration Agreement with National IPA and will execute such agreement concurrent with and as a condition of its execution of the Master Agreement with the Principal Procurement Agency. Supplier will identify an executive corporate sponsor and a separate national account manager within the RFP response that will be responsible for the overall management of the Master Agreement.

**2.2 Pricing Commitment**

Supplier commits that the Master Agreement pricing is its lowest available (net to buyer) to Public Agencies nationwide and further commits that if a Participating Public Agency is eligible for lower pricing through a national, state, regional or local or cooperative contract, that the Supplier will match such lower pricing to that Participating Public Agency under the Master Agreement.

**2.3 Sales Commitment**

Supplier commits to aggressively market the Master Agreement as its go to market strategy in this defined sector and that its sales force will be trained, engaged and committed to offering the Master Agreement to Public Agencies through National IPA nationwide. Supplier commits that all Master Agreement sales will be accurately and timely reported to National IPA in accordance with the National IPA Administration Agreement. Supplier also commits that its sales force will be compensated, including sales incentives, for sales to Public Agencies under the Master Agreement in a consistent or better manner compared to sales to Public Agencies if the Supplier were not awarded the Master Agreement.

**3.0 SUPPLIER QUALIFICATIONS**

Supplier must supply the following information in order for the Principal Procurement Agency to determine Supplier's qualifications to extend the resulting Master Agreement to Participating Public Agencies through National IPA.

**3.1 Company**

- A. Brief history and description of your company.
- B. Total number and location of sales persons employed by your company.
- C. Number and location of support centers (if applicable).
- D. Annual sales for the three previous fiscal years.
- E. Submit your FEIN and Dunn & Bradstreet report.

**3.2 Distribution, Logistics**

- A. Describe how your company proposes to distribute the products/service nationwide.
- B. Identify all other companies that will be involved in processing, handling or shipping the products/service to the end user.
- C. Provide the number, size and location of your company's distribution facilities, warehouses and retail network as applicable.
- D. State any return and restocking policy and fees, if applicable, associated with returns.

**3.3 Marketing and Sales**

- A. Provide a detailed ninety-day plan beginning from award date of the Master Agreement describing the strategy to immediately implement the Master Agreement as your company's primary go to market strategy for Public Agencies to your teams nationwide, to include, but not limited to:
  - i. Executive leadership endorsement and sponsorship of the award as the public sector go-to-market strategy within first 10 days
  - ii. Training and education of your national sales force with participation from the executive leadership of your company, along with the National IPA team within first 90 days

**NATIONAL INTERGOVERNMENTAL PURCHASING ALLIANCE COMPANY EXHIBITS**  
**EXHIBIT A- NATIONAL IPA RESPONSE FOR NATIONAL COOPERATIVE CONTRACT**

- B. Provide a detailed ninety-day plan beginning from award date of the Master Agreement describing the strategy to market the Master Agreement to current Participating Public Agencies, existing Public Agency customers of Supplier, as well as to prospective Public Agencies nationwide immediately upon award, to include, but not limited to:
- i. Creation and distribution of a co-branded press release to trade publications within first 10 days
  - ii. Announcement, contract details and contact information published on the company website within first 30 days
  - iii. Design, publication and distribution of co-branded marketing materials within first 90 days
  - iv. Commitment to attendance and participation with National IPA at national (i.e. NIGP Annual Forum, NPI Conference, etc.), regional (i.e. Regional NIGP Chapter Meetings, etc.) and supplier-specific trade shows, conferences and meetings throughout the term of the Master Agreement
  - v. Commitment to attend, exhibit and participate at the NIGP Annual Forum in an area reserved by National IPA for partner suppliers. Booth space will be purchased and staffed by your company. In addition, you commit to provide reasonable assistance to the overall promotion and marketing efforts for the NIGP Annual Forum, as directed by National IPA.
  - vi. Design and publication of national and regional advertising in trade publications throughout the term of the Master Agreement
  - vii. Ongoing marketing and promotion of the Master Agreement throughout its term (case studies, collateral pieces, presentations, etc.)
  - viii. Dedicated National IPA internet web-based homepage with:
    - National IPA standard logo;
    - Copy of original Request for Proposal;
    - Copy of contract and amendments between Principal Procurement Agency and Supplier;
    - Summary of Products and pricing;
    - Marketing Materials
    - Electronic link to National IPA's online registration page;
    - A dedicated toll free number and email address for National IPA
- C. Describe how your company will transition any existing Public Agency customers' accounts to the Master Agreement available nationally through National IPA. Include a list of current cooperative contracts (regional and national) your company holds and describe how the Master Agreement will be positioned among the other cooperative agreements.
- D. Acknowledge that your company agrees to provide its company/corporate logo(s) to National IPA and agrees to provide permission for reproduction of such logo in marketing communications and promotions.
- E. Supplier is responsible for proactive direct sales of Supplier's goods and services to Public Agencies nationwide and the timely follow up to leads established by National IPA. All sales materials are to use the National IPA logo. At a minimum, the Supplier's sales initiatives should communicate:
- i. Master Agreement was competitively solicited by a Principal Procurement Agency
  - ii. Best government pricing
  - iii. No cost to participate
  - iv. Non-exclusive contract
- F. Supplier is responsible for the training of its national sales force on the Master Agreement. At a minimum, sales training should include:
- i. Key features of Master Agreement
  - ii. Working knowledge of the solicitation process
  - iii. Awareness of the range of Public Agencies that can utilize the Master Agreement through National IPA

**NATIONAL INTERGOVERNMENTAL PURCHASING ALLIANCE COMPANY EXHIBITS**  
**EXHIBIT A- NATIONAL IPA RESPONSE FOR NATIONAL COOPERATIVE CONTRACT**

- G. Provide contact information for the person(s), who will be responsible for:
- i. Marketing
  - ii. Sales
  - iii. Sales Support
  - iv. Financial Reporting
  - v. Contracts
- H. Describe in detail how your company's national sales force is structured, including contact information for the highest-level executive in charge of the sales team.
- I. Explain in detail how the sales teams will work with the National IPA team to implement, grow and service the national program.
- J. Explain in detail how your organization will manage the overall national program throughout the term of the Master Agreement, including ongoing coordination of marketing and sales efforts, timely new Participating Public Agency account set-up, etc.
- K. State the amount of your company's Public Agency sales for the previous fiscal year. Provide a list of your top 10 Public Agency customers, the total purchases for each for the previous fiscal year along with a key contact for each.
- L. Describe your company's information systems capabilities and limitations regarding order management through receipt of payment, including description of multiple platforms that may be used for any of these functions.
- M. Provide the Contract Sales (as defined in Section 10 of the National Intergovernmental Purchasing Alliance Company Administration Agreement) that your company will guarantee each year under the Master Agreement for the initial three years of the Master Agreement.

\$ \_\_\_\_\_.00 in year one

\$ \_\_\_\_\_.00 in year two

\$ \_\_\_\_\_.00 in year three

- N. Even though it is anticipated that many Public Agencies will be able to utilize the Master Agreement without further formal solicitation, there may be circumstances where Public Agencies will issue their own solicitations. The following options are available when responding to a solicitation that is for Products covered under the Master Agreement.
- i. Respond with Master Agreement pricing (Contract Sales reported to National IPA).
  - ii. If competitive conditions require pricing lower than the standard Master Agreement pricing, Supplier may respond with lower pricing through the Master Agreement. If Supplier is awarded the contract, the sales are reported as Contract Sales to National IPA under the Master Agreement.
  - iii. Respond with pricing higher than Master Agreement only in the unlikely event that the Public Agency refuses to utilize Master Agreement.
  - iv. If alternative or multiple proposals are permitted, respond with pricing higher than Master Agreement, and include Master Agreement as the alternate or additional proposal.

Detail your strategies under these options when responding to a solicitation.

**NATIONAL INTERGOVERNMENTAL PURCHASING ALLIANCE COMPANY EXHIBITS  
EXHIBIT B-NATIONAL IPA ADMINISTRATION AGREEMENT**

**NATIONAL INTERGOVERNMENTAL PURCHASING ALLIANCE COMPANY  
ADMINISTRATION AGREEMENT**

This ADMINISTRATION AGREEMENT is made this \_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_, between National Intergovernmental Purchasing Alliance Company ("National IPA"), and \_\_\_\_\_ (herein "Supplier").

**RECITALS**

**WHEREAS**, the \_\_\_\_\_ (herein "Principal Procurement Agency") has entered into a Master Agreement dated \_\_\_\_\_, Agreement No \_\_\_\_\_, by and between the Principal Procurement Agency and Supplier, (as may be amended from time to time in accordance with the terms thereof, the "Master Agreement"), for the purchase of \_\_\_\_\_ (herein "Product");

**WHEREAS**, said Master Agreement provides that any or all public agencies, including state and local governmental entities, public and private primary, secondary and higher education entities, non-profit entities, and agencies for the public benefit ("Public Agencies"), that register with National IPA or otherwise execute a Master Intergovernmental Cooperative Purchasing Agreement (hereinafter referred to as a "Participating Public Agency") may purchase Product at prices stated in the Master Agreement;

**WHEREAS**, National IPA serves as the contract administrator for Principal Procurement Agency with regard to the Master Agreement, which is offered through National IPA to Public Agencies;

**WHEREAS**, Principal Procurement Agency desires National IPA to proceed with administration of the Master Agreement; and

**WHEREAS**, National IPA and Supplier desire to enter into this Agreement to make available the Master Agreement to Participating Public Agencies on a national basis and to set forth certain terms and conditions governing the relationship between National IPA and Supplier.

**NOW, THEREFORE**, in consideration of the payments to be made hereunder and the mutual covenants contained in this Agreement, National IPA and Supplier hereby agree as follows:

**DEFINITIONS**

1. Capitalized terms used in this Agreement and not otherwise defined herein shall have the meanings given to them in the Master Agreement.

**NATIONAL INTERGOVERNMENTAL PURCHASING ALLIANCE COMPANY EXHIBITS  
EXHIBIT B- NATIONAL IPA ADMINISTRATION AGREEMENT  
TERMS AND CONDITIONS**

2. The Master Agreement, as attached hereto as Exhibit A and incorporated herein by reference as though fully set forth herein, and the terms and conditions contained therein shall apply to this Agreement except as expressly changed or modified by this Agreement. In the event of any conflict between the provisions of this Agreement and the Master Agreement, as between National IPA and Supplier the provisions of this Agreement shall prevail. Supplier acknowledges and agrees that the covenants and agreements of Supplier set forth in the solicitation resulting in the Master Agreement are incorporated herein and are an integral part hereof.

3. National IPA shall be afforded all of the rights, privileges and indemnifications afforded to Principal Procurement Agency under the Master Agreement, and such rights, privileges and indemnifications shall accrue and apply with equal effect to National IPA, its agents, employees, directors, and representatives under this Agreement including, but not limited to, the Supplier's obligation to provide appropriate insurance.

4. National IPA shall perform all of its duties, responsibilities and obligations as contract administrator under the Master Agreement as set forth herein, and Supplier hereby acknowledges and agrees that National IPA shall act in the capacity of contract administrator under the Master Agreement.

5. With respect to any purchases by Principal Procurement Agency or any Participating Public Agency pursuant to the Master Agreement, National IPA: (i) shall not be construed as a dealer, re-marketer, representative, partner or agent of any type of the Supplier, Principal Procurement Agency or such Participating Public Agency; (ii) shall not be obligated, liable or responsible for any order made by Principal Procurement Agency or any Participating Public Agency or any employee thereof under the Master Agreement or for any payment required to be made with respect to such order; and (iii) shall not be obligated, liable or responsible for any failure by Principal Procurement Agency or any Participating Public Agency to comply with procedures or requirements of applicable law or the Master Agreement or to obtain the due authorization and approval necessary to purchase under the Master Agreement. National IPA makes no representation or guaranty with respect to any minimum purchases by Principal Procurement Agency or any Participating Public Agency or any employee thereof under this Agreement or the Master Agreement.

**TERM OF AGREEMENT**

6. This Agreement shall be in effect so long as the Master Agreement remains in effect, provided, however, that the provisions of paragraphs 3, 4 and 5 hereof and the indemnifications afforded by the Supplier to National IPA herein and in the Master Agreement shall survive the term of this Agreement.

**NATIONAL PROMOTION**

7. National IPA and Supplier shall publicize and promote the availability of the Master Agreement's products and services to Public Agencies and such agencies' employees. Supplier's failure to maintain its covenants and commitments contained in this Agreement or any action of the Supplier which gives rise to a right by Principal Procurement Agency to terminate the Master Agreement shall constitute a material breach of this Agreement and if not cured within thirty (30) days of written notice to Supplier shall be deemed a cause for termination of the Master Agreement.

**NATIONAL INTERGOVERNMENTAL PURCHASING ALLIANCE COMPANY EXHIBITS**

**EXHIBIT B- NATIONAL IPA ADMINISTRATION AGREEMENT**

at Principal Procurement Agency's sole discretion or this Agreement at National IPA's sole discretion.

8. A copy of the Principal Procurement Agency Certificate executed by Principal Procurement Agency and an example of the Master Intergovernmental Cooperative Purchasing Agreement that is agreed to by each Participating Public Agency, which set forth the terms for their respective participation with National IPA, are attached hereto as Exhibit B and C, respectively. Supplier shall require each Participating Public Agency to register its participation in the National IPA program using the electronic registration feature at [www.nationalipa.org](http://www.nationalipa.org) prior to processing the Participating Public Agency's first sales order.

9. Upon request, Supplier shall make available to interested Public Agencies a copy of the Master Agreement and such price lists or quotes as may be necessary for such Public Agencies to evaluate potential purchases. In addition, Supplier shall provide the marketing and administrative support set forth in the solicitation resulting in the Master Agreement, including assisting in development of marketing materials as reasonably requested by Principal Procurement Agency and National IPA. Supplier and National IPA shall provide each respective party with its logo and the standard terms of use for their general use in marketing the Master Agreement. Both parties shall obtain approval from the other party prior to use of such logo.

**QUARTERLY FEES & MONTHLY REPORTING**

10. Supplier shall pay National IPA an administrative fee in the amount of \_\_% of the total purchase price paid to Supplier, less refunds, credits on returns, rebates and discounts, for the sale of products and/or services pursuant to the Master Agreement (as amended from time to time and including any renewal thereof) ("Contract Sales"). Supplier shall provide National IPA with an electronic accounting report, in Microsoft Excel, in the format prescribed by National IPA, on a monthly basis summarizing all Contract Sales for such month. A sample of the Contract Sales reporting format is provided as Exhibit D, attached hereto and incorporated herein by reference.

To the extent Supplier has guaranteed minimum Contract Sales pursuant to the terms of the Master Agreement in accordance with the terms of its proposal, the administrative fee shall be calculated based on the greater of the Contract Sales and the guaranteed Contract Sales set forth in Supplier's proposal.

11. Supplier shall maintain an accounting of all purchases made by Participating Public Agencies under the Master Agreement. National IPA and Principal Procurement Agency reserve the right to audit the accounting for a period of four (4) years from the date National IPA receives the accounting. In the event of such an audit, Supplier shall provide all materials reasonably requested relating to such audit by Principal Procurement Agency or National IPA at the location designated by Principal Procurement Agency or National IPA. In the event such audit reveals an underreporting of Contract Sales and a resulting underpayment of administrative fees, Supplier shall promptly pay National IPA the amount of such underpayment, together with interest on such amount in accordance with paragraph 12, and shall be obligated to reimburse National IPA's costs and expenses for such audit.

12. Reports of Contract Sales for Principal Procurement Agency and Participating Public Agencies in each calendar month shall be provided by Supplier to National IPA by the 10<sup>th</sup> day of the following month. Administrative fee payments are due within thirty (30) days after the end of each calendar quarter for Contract Sales during such quarter. Administrative fee payments shall be

**NATIONAL INTERGOVERNMENTAL PURCHASING ALLIANCE COMPANY EXHIBITS**  
**EXHIBIT B- NATIONAL IPA ADMINISTRATION AGREEMENT**

accompanied by a report of Contract Sales for the quarter. Failure to provide a monthly report or payment of the administrative fees within the time and manner specified shall be regarded as a material breach under this Agreement and if not cured within thirty (30) days of written notice to Supplier shall be deemed a cause for termination of the Master Agreement at Principal Procurement Agency's sole discretion or this Agreement at National IPA's sole discretion. All administrative fees not paid when due shall bear interest at a rate equal to the lesser of 1 1/2% per month or the maximum rate permitted by law until paid in full.

13. National IPA or its designee may, in National IPA's sole discretion, compare Participating Public Agency records with monthly reports submitted by Supplier. If there is a discrepancy, National IPA will notify the Supplier in writing. Supplier will have thirty (30) days from the date of such notice to resolve the discrepancy to National IPA's reasonable satisfaction, including paying any administrative fee due and owing. If the Supplier does not so resolve the discrepancy, National IPA shall have the right to engage a third party to conduct an independent audit of Supplier's monthly reports and Supplier shall be obligated to reimburse National IPA's costs and expenses for such audit. Should any audit reveal an underreporting of Contract Sales and a resulting underpayment of administrative fees, Supplier shall promptly pay National IPA the amount of such underpayment together with interest on such amount in accordance with paragraph 12.

**GENERAL PROVISIONS**

14. This Agreement, the Master Agreement and the exhibits referenced herein supersede any and all other agreements, either oral or in writing, between the parties hereto with respect to the subject matter hereto and no other agreement, statement, or promise relating to the subject matter of this Agreement which is not contained or incorporated herein shall be valid or binding.

15. If any action at law or in equity is brought to enforce or interpret the provisions of this Agreement or to recover any administrative fee and accrued interest, the prevailing party shall be entitled to reasonable attorney's fees and costs in addition to any other relief to which it may be entitled.

16. This Agreement and National IPA's rights and obligations hereunder may be assigned at National IPA's sole discretion, to an existing or newly established legal entity that has the authority and capacity to perform National IPA's obligations hereunder. Supplier may not assign its obligations hereunder without the prior written consent of National IPA.

17. All written communications given hereunder shall be delivered by first-class mail, postage prepaid, or overnight delivery on receipt to the addresses as set forth below.

A. National Intergovernmental Purchasing Alliance Company  
National IPA  
Attn: President  
1600 Westgate Circle  
Suite 275  
Brentwood, TN 37027

B. Principal Procurement Agency

**NATIONAL INTERGOVERNMENTAL PURCHASING ALLIANCE COMPANY EXHIBITS  
EXHIBIT B- NATIONAL IPA ADMINISTRATION AGREEMENT**

**C. Supplier**

18. If any provision of this Agreement shall be deemed to be, or shall in fact be, illegal, inoperative or unenforceable, the same shall not affect any other provision or provisions herein contained or render the same invalid, inoperative or unenforceable to any extent whatever.

19. This Agreement may not be effectively amended, changed, modified, or altered without the prior written consent of the parties hereto.

20. This Agreement shall inure to the benefit of and shall be binding upon National IPA, the Supplier and any successor and assign thereto; subject, however, to the limitations contained herein.

Authorized Signature, Supplier

NATIONAL INTERGOVERNMENTAL  
PURCHASING ALLIANCE COMPANY

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

**NATIONAL INTERGOVERNMENTAL PURCHASING ALLIANCE COMPANY EXHIBITS  
EXHIBIT C- NATIONAL IPA MASTER INTERGOVERNMENTAL COOPERATIVE PURCHASING  
AGREEMENT**

**MASTER INTERGOVERNMENTAL COOPERATIVE PURCHASING AGREEMENT**

This Agreement is made between certain government agencies that execute a Principal Procurement Agency Certificate (“Principal Procurement Agencies”) to be appended and made a part hereof and other public agencies (“Participating Public Agencies”) that register electronically with National Intergovernmental Purchasing Alliance Company (“National IPA”) or otherwise execute a Participating Public Agency Certificate to be appended and made a part hereof.

**RECITALS**

**WHEREAS**, after a competitive solicitation and selection process by Principal Procurement Agencies, a number of Suppliers have entered into Master Agreements to provide a variety of goods, products and services based on national volumes (herein “Products”);

**WHEREAS**, Master Agreements are made available by Principal Procurement Agencies through National IPA and provide that Participating Public Agencies may purchase Products on the same terms, conditions and pricing as the Principal Procurement Agency, subject to any applicable local purchasing ordinances and the laws of the State of purchase;

**NOW, THEREFORE**, in consideration of the mutual promises contained in this agreement, and of the mutual benefits to result, the parties agree as follows:

1. That each party will facilitate the cooperative procurement of Products.
2. That the procurement of Products subject to this agreement shall be conducted in accordance with and subject to the relevant statutes, ordinances, rules and regulations that govern each party’s procurement practices.
3. That the cooperative use of solicitations obtained by a party to this agreement shall be in accordance with the terms and conditions of the solicitation, except as modification of those terms and conditions is otherwise allowed or required by applicable law.
4. That the Principal Procurement Agencies will make available, upon reasonable request and subject to convenience, information which may assist in improving the procurement of products by the Participating Public Agencies.
5. That a procuring party will make timely payments to the Supplier for Products received in accordance with the terms and conditions of the procurement. Payment for Products and inspections and acceptance of Products ordered by the procuring party shall be the exclusive obligation of such procuring party. Disputes between procuring party and Supplier are to be resolved in accord with the law and venue rules of the State of purchase.
6. The procuring party shall not use this agreement as a method for obtaining additional concessions or reduced prices for similar products or services.
7. The procuring party shall be responsible for the ordering of Products under this agreement. A non-procuring party shall not be liable in any fashion for any violation by a procuring party, and the procuring party shall hold non-procuring party harmless from any liability that may arise from action or inaction of the procuring party.

**NATIONAL INTERGOVERNMENTAL PURCHASING ALLIANCE COMPANY EXHIBITS  
EXHIBIT C- NATIONAL IPA MASTER INTERGOVERNMENTAL COOPERATIVE PURCHASING  
AGREEMENT**

8. This agreement shall remain in effect until termination by a party giving 30 days written notice to the other party. The provisions of paragraphs 5, 6 and 7 hereof shall survive any such termination.
9. This agreement shall take effect after execution of the Principal Procurement Agency Certificate or Participating Public Agency Registration, as applicable.

EXAMPLE

**NATIONAL INTERGOVERNMENTAL PURCHASING ALLIANCE COMPANY EXHIBITS  
EXHIBIT D – PRINCIPAL PROCUREMENT AGENCY CERTIFICATE**

**PRINCIPAL PROCUREMENT AGENCY CERTIFICATE**

I hereby acknowledge, on behalf of NAME OF PPA (“Principal Procurement Agency”), that I have read and agree to the general terms and conditions set forth in the enclosed Master Intergovernmental Cooperative Purchasing Agreement regulating the use of the Master Agreements and purchase of Products that from time to time are made available by Principal Procurement Agencies to Participating Public Agencies nationwide through National Intergovernmental Purchasing Alliance Company (“National IPA”).

I understand that the purchase of one or more Products under the provisions of the Master Intergovernmental Cooperative Purchasing Agreement is at the sole and complete discretion of the Participating Public Agency.

In its capacity as Principal Procurement Agency for National IPA, NAME OF PPA agrees to pursue Master Agreements for Products as specified in the attached exhibits to this agreement.

Authorized Signature, Principal Procurement Agency

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

**NATIONAL INTERGOVERNMENTAL PURCHASING ALLIANCE COMPANY EXHIBITS**

**EXHIBIT E- NATIONAL IPA CONTRACT SALES REPORTING TEMPLATE**

(to be submitted electronically in Microsoft Excel format)

**National IPA Contract Sales Monthly/Quarterly Report**

**Supplier Name:**

**Contract Sales Report Month/Quarter:**

Participating Agency Name	City	State	Zip Code	Participating Agency # {Assigned by National IPA and provided to Supplier}	Contract Sales for Month (\$)	Admin Fee %	Admin Fee \$

Report Totals \_\_\_\_\_

Cumulative Contract Sales \_\_\_\_\_

**NATIONAL INTERGOVERNMENTAL PURCHASING ALLIANCE COMPANY EXHIBITS**  
**EXHIBIT F- NATIONAL IPA ADVERTISING COMPLIANCE REQUIREMENT**

Pursuant to certain state notice provisions, including but not limited to Oregon Revised Statutes Chapter 279A.220, the following public agencies and political subdivisions of the referenced public agencies are eligible to register with National IPA and access the Master Agreement contract award made pursuant to this solicitation, and are hereby given notice of the foregoing request for proposals for purposes of complying with the procedural requirements of said statutes:

Nationwide:

State of Alabama*	State of Hawaii	State of Massachusetts	State of New Mexico	State of South Dakota
State of Alaska	State of Idaho	State of Michigan	State of New York	State of Tennessee
State of Arizona	State of Illinois	State of Minnesota	State of North Carolina	State of Texas
State of Arkansas	State of Indiana	State of Mississippi	State of North Dakota	State of Utah
State of California	State of Iowa	State of Missouri	State of Ohio	State of Vermont
State of Colorado	State of Kansas	State of Montana	State of Oklahoma*	State of Virginia
State of Connecticut	State of Kentucky	State of Nebraska	State of Oregon	State of Washington
State of Delaware	State of Louisiana	State of Nevada	State of Pennsylvania	State of West Virginia
State of Florida	State of Maine	State of New Hampshire	State of Rhode Island	State of Wisconsin
State of Georgia	State of Maryland	State of New Jersey	State of South Carolina	State of Wyoming
District of Columbia				

Lists of political subdivisions and local governments in the above referenced states / districts may be found at [http://www.usa.gov/Agencies/State\\_and\\_Territories.shtml](http://www.usa.gov/Agencies/State_and_Territories.shtml) and <http://www.usa.gov/Agencies/Local.shtml>

\*Some public agencies and political subdivisions of these states may be restricted by state statutes that limit competition among cooperative purchasing organizations by only allowing use of purchasing cooperatives sponsored by certain National Associations.

Certain Public Agencies and Political Subdivisions:

**Cities, Towns, Villages and Boroughs including but not limited to:**

BAKER CITY GOLF COURSE, OR  
CITY OF ADAIR VILLAGE, OR  
CITY OF ASHLAND, OR  
CITY OF AUMSVILLE, OR  
CITY OF AURORA, OR  
CITY OF BAKER, OR  
CITY OF BATON ROUGE, LA  
CITY OF BEAVERTON, OR  
CITY OF BEND, OR  
CITY OF BOARDMAN, OR  
CITY OF BOSSIER CITY, LA  
CITY OF BURNS, OR  
CITY OF CANBY, OR  
CITY OF CANYONVILLE, OR  
CITY OF CLATSKANIE, OR  
CITY OF COBURG, OR  
CITY OF CONDON, OR  
CITY OF COQUILLE, OR  
CITY OF CORVALLI, OR  
CITY OF CORVALLIS PARKS AND RECREATION DEPARTMENT, OR

CITY OF COTTAGE GROVE, OR  
CITY OF EUGENE, OR  
CITY OF FOREST GROVE, OR  
CITY OF GRANTS PASS, OR  
CITY OF GRESHAM, OR  
CITY OF HILLSBORO, OR  
CITY OF INDEPENDENCE, OR  
CITY AND COUNTY OF HONOLULU, HI  
CITY OF KENNER, LA  
CITY OF LA GRANDE, OR  
CITY OF LAFAYETTE, LA  
CITY OF LAKE CHARLES, OR  
CITY OF LEBANON, OR  
CITY OF MCMINNVILLE, OR  
CITY OF MEDFORD, OR  
CITY OF METAIRIE, LA  
CITY OF MILL CITY, OR  
CITY OF MILWAUKIE, OR  
CITY OF MONROE, LA  
CITY OF MOSIER, OR  
CITY OF NEW ORLEANS, LA  
CITY OF NORTH PLAINS, OR  
CITY OF OREGON CITY, OR  
CITY OF PILOT ROCK, OR  
CITY OF PORTLAND, OR  
CITY OF POWERS, OR  
CITY OF PRINEVILLE, OR  
CITY OF RIDDLE, OR  
CITY OF ROSEBURG, OR  
CITY OF REDMOND, OR  
CITY OF SALEM, OR  
CITY OF SANDY, OR  
CITY OF SCAPPOOSE, OR  
CITY OF SHADY COVE, OR  
CITY OF SHERWOOD, OR  
CITY OF SHREVEPORT, LA  
CITY OF SPRINGFIELD, OR  
CITY OF ST. HELENS, OR  
CITY OF ST. PAUL, OR  
CITY OF TIGARD, OR  
CITY OF TROUTDALE, OR  
CITY OF TUALATIN, OR  
CITY OF WARRENTON, OR  
CITY OF WILSONVILLE, OR  
CITY OF WINSTON, OR  
LEAGUE OF OREGON CITIES  
THE CITY OF HAPPY VALLEY OREGON

**Counties and Parishes including but not limited to:**

ASCENSION PARISH, LA  
ASSOCIATION OF OREGON COUNTIES  
BAKER COUNTY, OR  
BENTON COUNTY, OR  
BOARD OF WATER SUPPLY, OR  
CADDO PARISH, LA  
CALCASIEU PARISH, LA  
CALCASIEU PARISH SHERIFF'S OFFICE, LA  
CITY AND COUNTY OF HONOLULU, HI  
CLACKAMAS COUNTY, OR  
CLACKAMAS COUNTY DEPT OF TRANSPORTATION, OR  
CLATSOP COUNTY, OR

COLUMBIA COUNTY, OR  
COOS COUNTY, OR  
COOS COUNTY HIGHWAY DEPARTMENT, OR  
COUNTY OF HAWAII, OR  
CROOK COUNTY, OR  
CROOK COUNTY ROAD DEPARTMENT, OR  
CURRY COUNTY, OR  
DESCHUTES COUNTY, OR  
DOUGLAS COUNTY, OR  
EAST BATON ROUGE PARISH, LA  
GILLIAM COUNTY, OR  
GRANT COUNTY, OR  
HARNEY COUNTY, OR  
HARNEY COUNTY SHERIFFS OFFICE, OR  
HAWAII COUNTY, HI  
HOOD RIVER COUNTY, OR  
JACKSON COUNTY, OR  
JEFFERSON COUNTY, OR  
JEFFERSON PARISH, LA  
JOSEPHINE COUNTY GOVERNMENT, OR  
LAFAYETTE CONSOLIDATED GOVERNMENT, LA  
LAFAYETTE PARISH, LA  
KAUAI COUNTY, HI  
KLAMATH COUNTY, OR  
LAKE COUNTY, OR  
LANE COUNTY, OR  
LINCOLN COUNTY, OR  
LINN COUNTY, OR  
LIVINGSTON PARISH, LA  
MALHEUR COUNTY, OR  
MAUI COUNTY, HI  
MARION COUNTY, SALEM, OR  
MORROW COUNTY, OR  
MULTNOMAH COUNTY, OR  
MULTNOMAH COUNTY BUSINESS AND COMMUNITY SERVICES, OR  
MULTNOMAH COUNTY SHERIFFS OFFICE, OR  
MULTNOMAH LAW LIBRARY, OR  
ORLEANS PARISH, LA  
PLAQUEMINES PARISH, LA  
POLK COUNTY, OR  
RAPIDES PARISH, LA  
SAINT CHARLES PARISH, LA  
SAINT LANDRY PARISH, LA  
SAINT TAMMANY PARISH, LA  
SHERMAN COUNTY, OR  
TERREBONNE PARISH, LA  
TILLAMOOK COUNTY, OR  
TILLAMOOK COUNTY SHERIFF'S OFFICE, OR  
UMATILLA COUNTY, OR  
UNION COUNTY, OR  
WALLOWA COUNTY, OR  
WASCO COUNTY, OR  
WASHINGTON COUNTY, OR  
WEST BATON ROUGE PARISH, LA  
WHEELER COUNTY, OR  
YAMHILL COUNTY, OR

**Other Agencies including Associations, Boards, Districts, Commissions, Councils, Public Corporations, Public Development Authorities, Reservations and Utilities including but not limited to:**

BEND METRO PARK AND RECREATION DISTRICT  
BOARDMAN PARK AND RECREATION DISTRICT

CENTRAL OREGON INTERGOVERNMENTAL COUNCIL  
CLACKAMAS RIVER WATER  
CLATSKANIE PEOPLE'S UTILITY DISTRICT  
CLEAN WATER SERVICES  
CONFEDERATED TRIBES OF THE UMATILLA INDIAN RESERVATION  
COOS FOREST PROTECTIVE ASSOCIATION  
CHEHALEM PARK AND RECREATION DISTRICT  
EUGENE WATER AND ELECTRIC BOARD  
HOODLAND FIRE DISTRICT #74  
HOUSING AUTHORITY OF PORTLAND  
ILLINOIS VALLEY FIRE DISTRICT  
LAFAYETTE AIRPORT COMMISSION, LA  
LOUISIANA PUBLIC SERVICE COMMISSION, LA  
MEDFORD WATER COMMISSION  
METRO REGIONAL GOVERNMENT  
METRO REGIONAL PARKS  
METROPOLITAN EXPOSITION RECREATION COMMISSION  
METROPOLITAN SERVICE DISTRICT (METRO)  
PORTLAND DEVELOPMENT COMMISSION, OR  
OREGON COAST COMMUNITY ACTION  
OREGON HOUSING AND COMMUNITY SERVICES  
OREGON LEGISLATIVE ADMINISTRATION  
SOUTHEASTERN LOUISIANAN UNIVERSITY  
TRI-COUNTY METROPOLITAN TRANSPORTATION DISTRICT OF OREGON  
TUALATIN HILLS PARK & RECREATION DISTRICT  
TUALATIN VALLEY FIRE & RESCUE  
WILLAMALANE PARK AND RECREATION DISTRICT  
WILLAMETTE HUMANE SOCIETY

**K-12 including but not limited to:**

BEAVERTON SCHOOL DISTRICT  
BEND-LA PINE SCHOOL DISTRICT  
BROOKING HARBOR SCHOOL DISTRICT NO.17-C  
CADDO PARISH SCHOOL DISTRICT  
CALCASIEU PARISH SCHOOL DISTRICT  
CANBY SCHOOL DISTRICT  
CANYONVILLE CHRISTIAN ACADEMY  
CASCADES ACADEMY OF CENTRAL OREGON  
CENTENNIAL SCHOOL DISTRICT  
CENTRAL CATHOLIC HIGH SCHOOL  
CENTRAL POINT SCHOOL DISTRICT NO.6  
CENTRAL SCHOOL DISTRICT 13J  
COOS BAY SC'HOOOL DISTRICT NO.9  
COUNTY OF YAMHILL SCHOOL DISTRICT 29  
CULVER SCHOOL DISTRICT  
DALLAS SCHOOL DISTRICT NO.2  
DAVID DOUGLAS SCHOOL DISTRICT  
DAYTON SCHOOL DISTRICT NO.8  
DE LA SALLE N CATHOLIC HS  
DESCHUTES COUNTY SCHOOL DISTRICT NO.6  
DUFUR SCHOOL DISTRICT NO.29  
EAST BATON ROUGE PARISH SCHOOL DISTRICT  
ESTACADA SCHOOL DISTRICT NO.10B  
FOREST GROVE SCHOOL DISTRICT  
GEORGE MIDDLE SCHOOL  
GLADSTONE SCHOOL DISTRICT  
GRANTS PASS SCHOOL DISTRICT 7  
GREATER ALBANY PUBLIC SCHOOL DISTRICT  
HEAD START OF LANE COUNTY  
HIGH DESERT EDUCATION SERVICE DISTRICT

HILLSBORO SCHOOL DISTRICT  
HOOD RIVER COUNTY SCHOOL DISTRICT  
JACKSON CO SCHOOL DIST NO.9  
JEFFERSON COUNTY SCHOOL DISTRICT 509-J  
JEFFERSON PARISH SCHOOL DISTRICT  
JEFFERSON SCHOOL DISTRICT  
KLAMATH FALLS CITY SCHOOLS  
LAFAYETTE PARISH SCHOOL DISTRICT  
LAKE OSWEGO SCHOOL DISTRICT 7J  
LANE COUNTY SCHOOL DISTRICT 4J  
LINCOLN COUNTY SCHOOL DISTRICT  
LINN CO. SCHOOL DIST. 95C  
LIVINGSTON PARISH SCHOOL DISTRICT  
LOST RIVER JR/SR HIGH SCHOOL  
LOWELL SCHOOL DISTRICT NO.71  
MARION COUNTY SCHOOL DISTRICT  
MARION COUNTY SCHOOL DISTRICT 103  
MCMINNVILLE SCHOOL DISTRICT NOAO  
MEDFORD SCHOOL DISTRICT 549C  
MITCH CHARTER SCHOOL  
MONROE SCHOOL DISTRICT NO.1J  
MUL TNOMAH EDUCATION SERVICE DISTRICT  
MULTISENSORY LEARNING ACADEMY  
NEAH-KAH-NIE DISTRICT NO.56  
NESTUCCA VALLEY SCHOOL DISTRICT NO.101  
NOBEL LEARNING COMMUNITIES  
NORTH BEND SCHOOL DISTRICT 13  
NORTH CLACKAMAS SCHOOL DISTRICT  
NORTH WASCO CTY SCHOOL DISTRICT 21  
NORTHWEST REGIONAL EDUCATION SERVICE DISTRICT  
ONTARIO MIDDLE SCHOOL  
OREGON TRAIL SCHOOL DISTRICT NOA6  
ORLEANS PARISH SCHOOL DISTRICT  
PHOENIX-TALENT SCHOOL DISTRICT NOA  
PORTLAND JEWISH ACADEMY  
PORTLAND PUBLIC SCHOOLS  
RAPIDES PARISH SCHOOL DISTRICT  
REDMOND SCHOOL DISTRICT  
REYNOLDS SCHOOL DISTRICT  
ROGUE RIVER SCHOOL DISTRICT NO.35  
ROSEBURG PUBLIC SCHOOLS  
SCAPPOOSE SCHOOL DISTRICT 1J  
SEASIDE SCHOOL DISTRICT 10  
SHERWOOD SCHOOL DISTRICT 88J  
SILVER FALLS SCHOOL DISTRICT 4J  
SOUTH LANE SCHOOL DISTRICT 45J3  
SOUTHERN OREGON EDUCATION SERVICE DISTRICT  
SPRINGFIELD SCHOOL DISTRICT NO.19  
SWEET HOME SCHOOL DISTRICT NO.55  
TERREBONNE PARISH SCHOOL DISTRICT  
THE CATLIN GABEL SCHOOL  
TIGARD-TUALATIN SCHOOL DISTRICT  
UMATILLA MORROW ESD  
WEST LINN WILSONVILLE SCHOOL DISTRICT  
WILLAMETTE EDUCATION SERVICE DISTRICT  
WOODBURN SCHOOL DISTRICT  
YONCALLA SCHOOL DISTRICT NO.32

### **Higher Education**

ARGOSY UNIVERSITY

BATON ROUGE COMMUNITY COLLEGE, LA  
BIRTHINGWAY COLLEGE OF MIDWIFERY  
BLUE MOUNTAIN COMMUNITY COLLEGE  
BRIGHAM YOUNG UNIVERSITY - HAWAII  
CENTRAL OREGON COMMUNITY COLLEGE  
CHEMEKETA COMMUNITY COLLEGE  
CLACKAMAS COMMUNITY COLLEGE  
COLLEGE OF THE MARSHALL ISLANDS  
COLUMBIA GORGE COMMUNITY COLLEGE  
DEVRY UNIVERSITY - PORTLAND  
GEORGE FOX UNIVERSITY  
KLAMATH COMMUNITY COLLEGE DISTRICT  
LANE COMMUNITY COLLEGE  
LEWIS AND CLARK COLLEGE  
LINFIELD COLLEGE  
LINN-BENTON COMMUNITY COLLEGE  
LOUISIANA COLLEGE, LA  
MARYLHURST UNIVERSITY  
MT. HOOD COMMUNITY COLLEGE  
MULTNOMAH BIBLE COLLEGE  
NATIONAL COLLEGE OF NATURAL MEDICINE  
NORTHWEST CHRISTIAN COLLEGE  
OREGON HEALTH AND SCIENCE UNIVERSITY  
OREGON UNIVERSITY SYSTEM  
PACIFIC UNIVERSITY  
PIONEER PACIFIC COLLEGE  
PORTLAND COMMUNITY COLLEGE  
PORTLAND STATE UNIVERSITY  
REED COLLEGE  
RESEARCH CORPORATION OF THE UNIVERSITY OF HAWAII  
ROGUE COMMUNITY COLLEGE  
SOUTHERN OREGON UNIVERSITY (OREGON UNIVERSITY SYSTEM)  
SOUTHWESTERN OREGON COMMUNITY COLLEGE  
TULANE UNIVERSITY  
TILLAMOOK BAY COMMUNITY COLLEGE  
UMPQUA COMMUNITY COLLEGE  
UNIVERSITY OF HAWAII BOARD OF REGENTS  
UNIVERSITY OF OREGON-GRADUATE SCHOOL  
UNIVERSITY OF PORTLAND  
UNIVERSITY OF NEW ORLEANS  
WESTERN OREGON UNIVERSITY  
WESTERN STATES CHIROPRACTIC COLLEGE  
WILLAMETTE UNIVERSITY  
XAVIER UNIVERISTY

### **State Agencies**

ADMIN. SERVICES OFFICE  
BOARD OF MEDICAL EXAMINERS  
HAWAII CHILD SUPPORT ENFORCEMENT AGENCY  
HAWAII DEPARTMENT OF TRANSPORTATION  
HAWAII HEALTH SYSTEMS CORPORATION  
OFFICE OF MEDICAL ASSISTANCE PROGRAMS  
OFFICE OF THE STATE TREASURER  
OREGON BOARD OF ARCHITECTS  
OREGON CHILD DEVELOPMENT COALITION  
OREGON DEPARTMENT OF EDUCATION  
OREGON DEPARTMENT OF FORESTRY  
OREGON DEPT OF TRANSPORTATION  
OREGON DEPT. OF EDUCATION  
OREGON LOTTERY  
OREGON OFFICE OF ENERGY

OREGON STATE BOARD OF NURSING  
OREGON STATE DEPT OF CORRECTIONS  
OREGON STATE POLICE  
OREGON TOURISM COMMISSION  
OREGON TRAVEL INFORMATION COUNCIL  
SANTIAM CANYON COMMUNICATION CENTER  
SEIU LOCAL 503, OPEU  
SOH- JUDICIARY CONTRACTS AND PURCH  
STATE DEPARTMENT OF DEFENSE  
STATE OF HAWAII  
STATE OF HAWAII  
STATE OF HAWAII, DEPT. OF EDUCATION  
STATE OF LOUISIANA  
STATE OF LOUISIANA DEPT. OF EDUCATION



## **CITY OF TUCSON CONTRACT #120377**

### **HEAVY EQUIPMENT, PARTS, ACCESSORIES, SUPPLIES AND RELATED SERVICES**

THIS CONTRACT is made and entered into this 1<sup>st</sup> day of May, 2012, by and between the **CITY OF TUCSON**, hereinafter referred to as the "City", and **CATERPILLAR, INC.**, hereinafter referred to as the "Contractor" for **HEAVY EQUIPMENT, PARTS, ACCESSORIES, SUPPLIES AND RELATED SERVICES**.

For this Contract, the City, as the Principal Procurement Agency, has partnered with the National Intergovernmental Purchasing Alliance Company ("National IPA") to make the Contract available to other public agencies nationally, including state and local governmental entities, public and private primary, secondary and higher education entities, non-profit entities, and agencies for the public benefit ("Public Agencies"), through National IPA's cooperative purchasing program. The City is acting as the contracting agency for any other Public Agency that elects to utilize the resulting Master Agreement. Use of the Contract by any Public Agency is preceded by their registration with National IPA as a Participating Public Agency in National IPA's cooperative purchasing program.

### **SCOPE OF SERVICES**

#### **PRODUCT OFFERING**

The products offered under this Contract are identified in **Attachment A: Caterpillar Equipment Discounts and Freight**. For more information on these specific products, go to [www.cat.com](http://www.cat.com).

Understanding that Cat Dealers have been developing and maintaining customers relationships at the local level for more than 80 years, it is Caterpillar's intent to continue to support this proven model. It will be the local Cat Dealer that will quote, deliver, and support the products in this contract.

On the [www.Cat.com](http://www.Cat.com) site, customers can find their local supporting Cat Dealer as well as price out a machine using the Build and Price function, locate used equipment, and review financing options. Through the local Cat Dealer, customers can also subscribe to a variety of equipment management solutions which include equipment security management, health monitoring as well as a full host of online technical service manuals and parts databases.

Cat Dealers have application specialists that can help an agency identify the best equipment option to fit the customer's application. Once a need has been identified, it would be in the customer's best interest to consult with the local Cat Dealer to develop the best possible solution. Should additional expertise be required, Caterpillar has additional resources within the enterprise that can also provide assistance to ensure the most favorable outcome.

Depending on Cat Dealer inventory, delivery can be as quick as a day, but depending on demand, orders from the factory may take as long as 180 days to deliver. In general Cat Dealers have been able to commit to a less than 90 day delivery timeframes.

Any questions with regards to a customer order will be addressed by the local supporting Cat Dealer. Should a US military equipment order be placed at the factory it will take precedence over

any other customer order which may delay the actual delivery of any non-military orders to the end user.

## **PRICING**

Pricing under this contract is listed in **Attachment A, Caterpillar Equipment Discounts and Freights**. Caterpillar does not offer payment discounts and does not accept credit card. Any and all payment terms and/or the ability to accept credit card will be at the discretion of the local supporting Cat dealer.

Each Caterpillar machine model will be assigned by Caterpillar a specific discount off the manufacturers published list price for that particular machine and or piece of equipment. This discount will be extended to all additional options from the machine / option price list that are requested by the customer and become part of the final machine configuration. The published list price for the base machine and or any additional options included in the published machine / option price sheet will be considered the maximum allowable price for the specific final machine configuration. The associated discount will be considered the minimum discount that the local supporting Cat Dealer will be required to honor. In any communications / training that are provided to both customers and or dealers, Caterpillar will refer to this as the "Maximum Price / Minimum Discount" pricing model. The most current published pricing will be used in the quotation of equipment for this contract by the supporting Cat Dealers.

Any additional items such as prep, extended warranties, customer service agreements, pre-delivery and installation, will be priced at the supporting Cat Dealer's discretion.

Financing for users of new and used Caterpillar products is available through a variety of financial products including Installment Sales Contracts, Finance Lease and Off Balance Sheet Operating Lease contracts. We emphasize prompt and responsive service dedicated to meet customer requirements and offer various financing plans designed to increase the opportunity for sales of our products and generate financing income for our company. Financial Products activity is conducted primarily in the United States, with additional offices in Asia, Australia, Canada, Europe and Latin America.

In an effort to provide even more customer solutions, Caterpillar will be supporting a special Used Equipment program for customers that choose to purchase products using this contract. With the exception of vocational trucks and Cat work tools, Caterpillar will be extending a 20% discount off the original list price of used Caterpillar equipment that is currently in the Cat Dealer's rental fleet. At their discretion, Cat Dealers will have the ability to extend this program to customers for the purchase of vocational trucks and works tools. Please note that this used program is subject to availability.

Given the territory that Caterpillar is committed to supporting in conjunction with this proposal, Caterpillar cannot assign a fixed cost for the actual delivery of the equipment to the customer's site. Caterpillar, through the supporting local Cat Dealer will honor a freight charge that will be included as a separate line item on the customer's invoice. This charge will cover delivery of the machine to the supporting Cat Dealer's place of business. Customers will be held responsible for any additional freight and or delivery charges required to deliver the machine to the customer's requested final destination.

All freight will be charged to the customer and noted accordingly on the customers' invoice. For machines, freight has been calculated to take into account that which is required to deliver the base machine to the servicing dealer's location. Any additional consideration required to deliver the machine to the customer's location will be charged and noted on the customer invoice

accordingly. These base freight numbers take into consideration dealer location as well as factory location and or port of entry.

## **WARRANTY**

Caterpillar will support the standard manufacturer's warranties for the products included herein.

Additional extended equipment protection plans can be customized to meet each customer's specific need. The following is an example of some of the options that would be available through the local supporting Cat Dealer.

### **140M2 Motor Grader**

	<u>Months</u>	<u>Hours</u>
Premier	24 to 84	5000 to 7500
Powertrain & Hydraulics	24 to 84	5000 to 10000
Powertrain	24 to 84	5000 to 10000

Warranted claims will be presented by the customer to the supporting Cat Dealer and will be administered at the local level. The supporting Cat Dealer will then file a claim with Caterpillar to be reimbursed for all warranted services rendered to the customer.

For additional information on the systems and components covered under these plans as well as the definitions associated to the standard warranties being offered, please see **Attachment B: Warranties**.

Please note that all manufacturers' warranties and/or extended coverage plans do not cover the same components and/or systems that Caterpillar's protection plans cover. Repairs and/or replacement of components not covered by other manufacturers can present a significant cost to the overall ownership of a machine. The breadth of coverage provided through Caterpillar's coverage plans re-emphasizes the confidence Caterpillar has in its products as well as ensures the lowest total cost solution for our customers.

Since Cat Dealers are independently owned businesses, the actual costs associated to supporting such warranties can vary and cannot be quoted on a national scale by Caterpillar Inc. as fixed amounts. Such factors include but are not limited to the individual dealer's shop labor rates, transportation costs both for the machine as well as the technician and many others. It is recommended that warranty considerations be clearly stated and agreed to prior to any transaction as a result of this contract taking place.

## **DEALER SERVICES**

Cat Dealers are independently owned and as such Caterpillar does not have the authority to dictate pricing. The discounts being supported by Caterpillar in this contract are the best discounts Caterpillar currently offers to Cat Dealers on a national scale. It is the intent that with the "Maximum Price / Minimum Discount" model, that all Cat Dealers will have the flexibility to extend the lowest price possible to the agencies who choose to use the contract. Manufacturer's incentives may be periodically provided and may be regionally based.

No additional volume rebate program is included in this proposal, however customers and their local Cat Dealer may enter into agreement for additional discounts and or other value added

provisions within the spirit of the "Maximum Price / Minimum Discount" model for volume purchases that are in line and conform to all the terms and conditions covered by the contract.

All participating Dealers employ trained, experienced technicians to support Caterpillar's full range of products. Dealer Technical Communicators (TC) provide additional support to field/shop technicians to aid in rapid product or applications resolution. Dealer TC's have a direct line of communication with Caterpillar Inc. through the Dealer Solution Network to expedite problem solving.

Caterpillar's North American dealer network currently employs over 30,000 employees of which approximately 60% are dedicated to the product support business. With over 468 service locations with over 8,000 service bays' and over 8,500 field service trucks, these highly skilled and trained Cat dealer technicians are in close proximity to provide unmatched service capabilities to meet your servicing requirements. As part of a commitment to servicing customers, Cat dealers invest nearly \$18 Million annually in technician, parts counter, and product support representative training. Over the last 85 years, our philosophy has been to provide our customers with a level of product support unequalled in our industry through a financially healthy and viable dealer network that is dedicated to the business of our customers.

Caterpillar's ability to meet 24-hour service needs is based on servicing dealer discretion at time of transaction. However, most dealers offer a 24-hour emergency service call-out option with a price based on local market rates.

For additional dealer services, participating agencies should contact their local dealer for accessories, parts, and services that are available. Pricing for non-CAT accessories or parts are determined by each local dealer.

## **ADDITIONAL REQUIREMENTS**

1. **PRODUCTION REPORTS:** The Contractor must have the ability to furnish the agency ordering equipment and National IPA monthly progress reports confirming status of delivery dates as agreed upon. These reports shall consist of, but not limited to the following:
  - a. Copy of Contractor's order to the factory.
  - b. Copy of factory acknowledgment of order indicating scheduled date of production and shipment from factory.
  - c. Factory generated computer status reports.
  - d. Notification to the City of any changes in production or shipping dates.
  - e. Any special information the Contractor shall have that would affect the timely delivery of the vehicles ordered in accordance with original delivery date promise.

In lieu of written reports submitted to City of Tucson Fleet Services, the Contractor may provide access to an Internet based on-line order tracking system. Any on-line system provided must provide the information required above. The Contractor must provide all access codes necessary to view this information.

2. **DELIVERY AND DELIVERY DOCUMENTATION:** The following documents are due upon delivery of the completed vehicles to the City:
  - a. Invoice
  - b. Warranty document
  - c. Level 1 Inspection
  - d. Required manuals

The Contractor is required to supply a delivery ticket specifying the purchase order number of each vehicle.

Delivery to the City of Tucson: All deliveries shall be made Monday through Friday from 8:00 a.m. to 3:00 p.m. The Contractor shall be required to give the Operations/Fleet Services Department a minimum of 24-hour notification prior to delivery with the anticipated time of delivery and quantity of units to be delivered.

3. **VEHICLE INSPECTION:** The purchasing agency will assist the Contractor or the authorized dealer in arranging for inspection of each piece of equipment purchased. Each vehicle delivered shall be subject to a complete inspection by the purchasing agency's staff prior to acceptance. Inspection criteria shall include, but not be limited to, conformity to the specifications, mechanical integrity, quality, workmanship and materials. If delivered equipment is returned to the Contractor prior to acceptance for any reason, all corrections shall be made without any inconvenience to the City.
4. **TRAINING:** The Contractor shall provide, at no additional cost, training for each basic unit of equipment purchased. This training shall be adequate to the needs of the typical equipment operator and service technician in order to assure proper operation, utilization and maintenance of the equipment supplied. Any manuals necessary to perform the required training shall be furnished by the Contractor. The trainer shall be factory-trained and thoroughly knowledgeable in equipment operator and service technician functions.

Cat Dealers also support a variety of training options. Upon delivery of the machine, operators as well as technicians will be given basic equipment orientation, operating procedures, and any service maintenance information required to put the machine into service. Should an agency require additional training, such consideration can be included in the customer's equipment quotation and any related charges for such training be agreed

to by both parties. Caterpillar also offers a variety of operator training classes that provide certification to those agencies that require a higher level of operational expertise. For additional information on these and other training options, please visit Caterpillar's Operator Training Services site - <http://www.cat.com/cda/layout?m=38000&x=7>.

Caterpillar Inc. has taken a leadership position in the market due to the material it has developed through its Caterpillar Safety Services Division. Caterpillar believes in the importance of safety, which is why we strive to ensure our own employees arrive Safely Home. Everyone. Every Day.™ To support our customers with this same mission, Caterpillar Safety Services offers a variety of free, online safety resources including Toolbox Talks, Safety Videos, Checklists, Virtual Walk Arounds, and much more.

Customers can also conduct their own safety training through a variety of safety culture and compliance training products. The online shopping cart has over 100 options to choose from including MSHA Part 46, Forklift Safety, Personal Protective Equipment, Effective Communication, Supervisor Training and much more. Caterpillar Safety Services' consultants also perform instructor-led training on changing safety culture, Near Miss Reporting, Supervisor Training in Accident Reduction Techniques (START), MSHA Part 46, Aerial Work Platforms, Telehandler Operator Training, and more.

Caterpillar Safety Services also provides Safety Culture Solutions and Jobsite Safety Consulting to help customers develop a sustainable culture of safety excellence. Safety Culture Solutions are based off of Caterpillar Safety Services' Zero-Incident Performance (ZIP™) program, which encompasses engaging leadership, assessing the culture, building a plan, developing processes, implementing processes, and checking processes. Consultants facilitate effective working sessions for any stage of the ZIP™ program. Jobsite Safety Consulting consists of performing jobsite and program assessments. Prioritized recommendations for improvement are made and our services are available to develop new programs including Safety or Environmental Management Systems, Job Safety Analysis, Hazardous Material Management, Hazard Communication, and Ergonomics.

For additional information on the services offered by Caterpillar Safety Services please visit [SAFETY.CAT.COM](http://SAFETY.CAT.COM)™.

8. **VEHICLE RECALL NOTICES:** In the event of any recall notice, technical service bulletin, or other important notification affecting a vehicle purchased from this contract, a notice shall be sent to the purchasing agency's representative. For the City of Tucson, all notices shall be sent to General Services, Fleet Services Division, 4004 S. Park Avenue, Building 1, Tucson, AZ 85714.

## SPECIAL TERMS AND CONDITIONS

**1. FEDERAL, STATE AND LOCAL TAXES, LICENSES AND PERMITS:** The Supplier shall comply with all Federal, State, and local licenses and permits required for the operation of the business conducted by the Supplier as applicable to this Contract. The Supplier shall, at no expense to the City, National IPA, or other Participating Public Agencies, procure and keep in force during the entire period of the Agreement all such permits and licenses.

**2. SUBCONTRACTORS:** No subcontract shall be made by the contractor with any other party for furnishing any of the services herein contracted for without the advance written approval of the Department of Procurement. All subcontractors shall comply with Federal and State laws and regulations that are applicable to the services covered by the subcontractor and shall include all the terms and conditions set forth herein which shall apply with equal force to the subcontract, as if the subcontractor were the Contractor referred to herein. Contractor is responsible for contract performance whether or not subcontractors are used.

**3. FOB DESTINATION FREIGHT PREPAID:** Prices shall be FOB Destination Freight Prepaid to the delivery location designated. Contractor shall retain title and control of all goods until they are delivered and the Contract of coverage has been completed. All risk of transportation and all related charges shall be the responsibility of the Contractor. All claims for visible or concealed damage shall be filed by the Contractor. The City will assist the Contractor in arranging for inspection.

It is the City's intention that equipment shall be delivered F.O.B. Destination to all customers and freight prepaid to the City of Tucson. Orders for other agencies may be subject to freight charges.

**4. INSURANCE:** The Contractor agrees to:

A. Obtain insurance coverage of the types and amount required in this section and keep such insurance coverage in force throughout the life of this Contract. All policies will contain an endorsement providing that written notice be given to the City at least ten (10) calendar days prior to termination, cancellation, or reduction in coverage in any policy.

B. The Comprehensive General Liability Insurance and Comprehensive Automobile Liability Insurance policies will include the City as an additional insured with respect to liability arising out of the performance of this Contract. The Contractor agrees that the insurance hereunder will be primary and that any insurance carried by the City will be excess and not contributing.

C. Provide and maintain minimum insurance limits as applicable.

Coverage Afforded

Limits of Liability

Workmen's Compensation  
Employer's Liability

Statute  
\$100,000

Comprehensive General  
Liability Insurance  
Including:  
(1) Products & Completed  
Operations  
(2) Blanket Contractual

\$1,000,000 Bodily Injury  
Combined Single Limit  
\$100,000 Property Damage

Comprehensive Automobile

\$1,000,000 Bodily Injury Liability Insurance  
Combined Single Limit  
\$100,000 Property Damage

Including:  
(1) Non-Owned  
(2) Leased

(3) Hired Vehicles

Contractor will present to the City written evidence (Certifications of Insurance) of compliance with Items A., B and C. above. Said evidence shall be to the City Procurement Director's satisfaction.

**5. PAYMENTS:** All payments made by the City of Tucson for goods or services will be made to the vendor named on the Offer and Acceptance form. If you do not wish payment to be made to that address, you must submit an attached sheet indicating the proper mailing address with this bid.

**6. RIGHT TO TERMINATE FOR CHANGE IN OWNERSHIP OR MATERIAL RESTRUCTURE OF THE CONTRACTOR:** In addition to the Termination of Contract clause in the Standard Terms and Conditions section of this solicitation and resulting contract, the City reserves the right to cancel the whole or part of this contract within 60 days written notice of the completion of any material change of ownership in the Contractor's company, including its sale, merger, consolidation or dissolution.

**7. TERM AND RENEWAL:** The term of the Contract shall commence upon award and shall remain in effect for a period of one (1) year, unless terminated, canceled or extended as otherwise provided herein. The Contractor agrees that the City of Tucson shall have the right, at its sole option, to renew the Contract for four (4) additional one-year periods or portions thereof. In the event that the City exercises such rights, all terms, conditions and provisions of the original Contract shall remain the same and apply during the renewal period with the possible exception of price and minor scope additions and/or deletions.

**8. PRICE ADJUSTMENT:** The Contractor may implement new published manufacturer price lists on the effective date of the price list. However, the Contractor must maintain the minimum discount offered for all items. The Contractor will provide the City updated published price lists with 30 days advance notification of the effective date. Upon receipt of the revised price list, the City will consider said documents to be those referenced upon their effective date until such time as the price list is replaced, The Contractor's most current published vendor price list will be used in the final determination of price at the time of the customer's quote.

## STANDARD TERMS AND CONDITIONS

1. **ADVERTISING:** Contractor shall not advertise or publish information concerning this Contract without prior written consent of the City's Director of Procurement.
2. **AFFIRMATIVE ACTION:** Contractor shall abide by the provisions of the Tucson Procurement Code Chapter 28, Article XII.
3. **AMERICANS WITH DISABILITIES ACT:** The Contractor shall comply with all applicable provisions of the Americans with Disabilities Act (Public Law 101-336, 42 U.S.C. 12101, et seq.) and applicable Federal regulations under the Act.
4. **APPLICABLE LAW:** This Contract shall be governed, and the City and Contractor shall have all remedies afforded to each, by the Tucson Procurement Code and the law of the State of Arizona. State law claims shall be brought only in Pima County Superior Court.
5. **ASSIGNMENT-DELEGATION:** No right or interest in this Contract shall be assigned by the Contractor without prior written permission of the City, and no delegation of any duty of the Contractor shall be made without prior written permission of the City's Director of Procurement. The City shall not unreasonably withhold approval and shall notify the Contractor of the City's position by written notice.
6. **CERTIFICATION OF COMPLIANCE WITH A.R.S. SEC. 35-393 ET SEQ.:** By signing this contract, the Contractor certifies that it does not have scrutinized business operations in Iran as required by A.R.S. sec. 35-393 et seq. If the City determines that the Contractor has submitted a false certification, the City may impose remedies as provided in the Tucson Procurement Code up to and including termination of this contract.
7. **CHILD/SWEAT-FREE LABOR POLICY:** The Contractor shall comply with all applicable provisions of the United States Federal and State Child Labor and Worker's Right laws and agrees if called upon to affirm in writing, that they, and any subcontractor involved in the provision of goods to the City, are in compliance.
8. **CLEAN UP:** The Contractor shall at all times keep the contract area, including storage areas used by the Contractor, free from accumulation of waste material or rubbish and, prior to completion of the work, remove any rubbish from the premises and all tools, scaffolding, equipment and materials not property of the City. Upon completion of the repair, the Contractor shall leave the work and premises in clean, neat and workmanlike condition.
9. **COMMENCEMENT OF WORK:** The Contractor is cautioned not to commence any billable work or provide any material or service under this Contract until Contractor receives purchase order or is otherwise directed to do so, in writing, by the City.
10. **CONFIDENTIALITY OF RECORDS:** The Contractor shall establish and maintain procedures and controls that are acceptable to the City for the purpose of assuring that no information contained in its records or obtained from the City or from others in carrying out its functions under the Contract shall be used by or disclosed by it, its agents, officers, or employees, except as required to efficiently perform duties under the Contract. Persons requesting such information should be referred to the City. Information pertaining to individual persons shall not be divulged other than to employees or officers of Contractor as needed for the performance of duties under the Contract, unless otherwise agreed to in writing by the City.
11. **CONTRACT AMENDMENTS:** The Procurement Department has the authority, with the concurrence of the Contractor to:
  - A. Amend the contract or enter into supplemental verbal or written agreements;
  - B. Grant time extensions or contract renewals;
  - C. Otherwise modify the scope or terms and provisions of the contract.

This Contract shall only be modified per above with the approval of the Department of Procurement. Except in the case of a documented emergency, approval must be granted prior to performance. Any contract modification not explicitly approved by the Procurement Department through a written contract amendment or change order is performed at the sole risk of the Contractor and may not be eligible for payment by the City.

12. **CONTRACT:** The Contract shall be based upon the Request for Proposal issued by the City and the Offer submitted by the Contractor in response to the Request for Proposal. The offer shall substantially conform to the terms, conditions, specifications and other requirements set forth within the text of the Request for Proposal. The City reserves the right to clarify any contractual terms with the concurrence of the Contractor;

however, any substantial non-conformity in the offer, as determined by the City's Director of Procurement, shall be deemed non-responsive and the offer rejected. The Contract shall contain the entire agreement between the City of Tucson and the Contractor relating to this requirement and shall prevail over any and all previous agreements, contracts, proposals, negotiations, purchase orders, or master agreements in any form.

13. **DEFAULT IN ONE INSTALLMENT TO CONSTITUTE TOTAL BREACH:** Contractor shall deliver conforming materials in each installment or lot of this Contract and may not substitute nonconforming materials. Delivery of nonconforming materials, or default of any nature, may constitute breach of the Contract. Noncompliance may be deemed a cause for possible Contract termination.
14. **DUPLEXED/RECYCLED PAPER:** In accordance with efficient resource procurement and utilization policies adopted by the City of Tucson, the Contractor shall ensure that, whenever practicable, all printed materials produced by the Contractor in the performance of this Contract are duplexed (two-sided copies), printed on recycled paper and labeled as such.
15. **EXCLUSIVE POSSESSION:** All services, information, computer program elements, reports and other deliverables created under this Contract are the sole property of the City of Tucson and shall not be used or released by the Contractor or any other person except with prior written permission by the City.
16. **FEDERAL IMMIGRATION LAWS AND REGULATIONS:** Contractor warrants that it complies with all Federal Immigration laws and regulations that relate to its employees and complies with A.R.S. § 23-214(A) and that it requires the same compliance of all subcontractors under this Contract. Contractor acknowledges that pursuant to A.R.S. § 41-4401 and effective September 30, 2008, a breach of this warranty is a material breach of this Contract subject to penalties up to and including termination of this Contract. The City retains the legal right to audit the records of the Contractor and inspect the papers of any employee who works for the Contractor to ensure compliance with this warranty and the Contractor shall assist in any such audit. The Contractor shall include the requirements of this paragraph in each contract with subcontractors under this Contract.

If the Contractor or subcontractor warrants that it has complied with the employment verification provisions prescribed by sections 274(a) and 274(b) of the Federal Immigration and Nationality Act and the E-verify requirements prescribed by A.R.S. § 23-214(A), the Contractor or subcontractor shall be deemed to be in compliance with this provision. The City may request proof of such compliance at any time during the term of this Contract by the Contractor and any subcontractor.

17. **FORCE MAJEURE:** Except for payment of sums due, neither party shall be liable to the other nor deemed in default under this Contract if and to the extent that such party's performance of this Contract is prevented by reason of Force Majeure. The term "Force Majeure" means an occurrence that is beyond the control of the party affected and occurs without its fault or negligence. Force Majeure shall not include late performance by a subcontractor unless the delay arises out of a Force Majeure occurrence in accordance with this Force Majeure term and condition.

If either party is delayed at any time in the progress of the work by Force Majeure, the delayed party shall notify the other party in writing of such delay, as soon as is practical, of the commencement thereof and shall specify the causes of such delay in such notice. Such notice shall be hand-delivered or mailed certified-return receipt and shall make a specific reference to this article, thereby invoking its provisions. The delayed party shall cause such delay to cease as soon as practicable and shall notify the other party in writing when it has done so. The time of completion shall be extended by contract modification for a period of time equal to the time that results or effects of such delay prevent the delayed party from performing in accordance with this Contract.

18. **GRATUITIES:** The City may, by written notice to the Contractor, terminate this Contract if it is found that gratuities, in the form of entertainment, gifts, meals or otherwise, were offered or given by the Contractor or any agent or representative of the Contractor, to any officer or employee of the City amending, or the making of any determinations with respect to the performing of such Contract. In the event this Contract is terminated by the City pursuant to this provision, the City shall be entitled, in addition to any other rights and remedies, to recover or withhold from the Contractor the amount of the gratuity.

19. **HUMAN RELATIONS:** Contractor shall abide by the provisions of the Tucson City Code Chapter 28, Article XII.

20. **INDEMNIFICATION:** To the fullest extent permitted by law, Contractor shall pay, defend, indemnify and hold harmless the City of Tucson, its agents, representatives, officers, directors, officials and employees ("Indemnitees") from and against all allegations, demands, proceedings, suits, actions, claims, damages,

losses, reasonable expenses, including but not limited to, reasonable attorney fees, court costs, and the cost of appellate proceedings, and all claim adjusting and handling expense, incurred or sustained by any Indemnitee and related to (i) injury to or death of, or property damage sustained by, any natural person who is an Indemnitee, or (ii) claims of patent or copyright infringement, to the extent caused by any actions, acts, errors, mistakes or omissions of Contractor relating to work, services and/or products provided in the performance of this Contract, including but not limited to, any Subcontractor retained by Contractor or anyone directly or indirectly employed by Contractor or such Subcontractor, and except to the extent that the injury to, death of, or property damage sustained by such person is attributable to the negligent acts or omissions or willful misconduct of the City or any of its affiliates or their respective employees, agents or subcontractors.

- 21. INDEPENDENT CONTRACTOR:** It is understood that each party shall act in its individual capacity and not as an agent, employee, partner, joint venturer, or associate of the other. An employee or agent of one party shall not be deemed or construed to be the employee or agent of the other party for any purpose.

The Contractor shall not be entitled to compensation in the form of salaries, paid vacation or sick days by the City.

The City of Tucson will not provide any insurance coverage to the Contractor, including Worker's Compensation coverage. The Contractor is advised that taxes, social security payments, and other withholdings shall not be withheld from a City payment issued under this Contract and that Contractor should make arrangements to directly pay such expenses.

- 22. INSPECTION AND ACCEPTANCE:** All material or service is subject to final inspection and acceptance by the City. Material or service failing to conform to the specifications of this Contract shall be held at the Contractor's risk and may be returned to the Contractor. If returned, all costs are the responsibility of the Contractor. Noncompliance may be deemed a cause for possible Contract termination.

- 23. INTERPRETATION-PAROLE EVIDENCE:** This Contract is intended by the parties to be a final expression of their agreement and is intended also as a complete and exclusive statement of the terms of this agreement. No course of prior dealings between the parties and no usage of the trade shall be relevant to supplement or explain any term used in the Contract. Acceptance or consent in the course of performance under this Contract shall not be relevant to determine the meaning of this Contract even though the accepting or consenting party has knowledge of the nature of the performance and the opportunity to object.

- 24. LICENSES:** Contractor shall maintain in current status all Federal, State, and local licenses and permits required for the operation of the business conducted by the Contractor as applicable to this Contract.

- 25. LIENS:** All materials, services, and other deliverables supplied to the City under this Contract shall be free of all liens other than the security interest. Security interest shall extinguish upon full payment made by the City. Upon the City's request, the Contractor shall provide a formal release of all liens.

- 26. NO REPLACEMENT OF DEFECTIVE TENDER:** Every tender of materials must fully comply with all provisions of this Contract. If a tender is made which does not fully comply, this shall conform to the termination clause set forth within this document.

- 27. NON-EXCLUSIVE CONTRACT:** Any contract resulting from this solicitation shall be awarded with the understanding and agreement that it is for the sole convenience of the City of Tucson. The City reserves the right to obtain like goods or services from another source when necessary.

- 28. OVERCHARGES BY ANTITRUST VIOLATIONS:** The City maintains that, in actual practice, overcharges resulting from antitrust violations are borne by the purchaser. Therefore, to the extent permitted by law, the Contractor hereby assigns to the City any and all claims for such overcharges as to the materials or services used to fulfill the Contract.

- 29. PAYMENT:** The City shall make every effort to process payment for the purchase of materials or services within twenty-one (21) calendar days after receipt of materials or services and a correct invoice.

- 30. PROTECTION OF GOVERNMENT PROPERTY:** The Contractor shall use reasonable care to avoid damaging existing buildings, equipment, and vegetation (such as trees, shrubs, and grass) on City property. If the Contractor fails to do so and damages such property, the Contractor shall replace or repair the damage at no expense to the City, as determined and approved by the City's Director of Procurement. If the Contractor fails or refuses to make such repair or replacement, the City will determine a cost and the Contractor shall be liable for the cost thereof, which may be deducted from the Contract price.

- 31. PROVISIONS REQUIRED BY LAW:** Each and every provision of law and any clause required by law to be in the Contract shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party the Contract shall be amended to make such insertion or correction.
- 32. RECORDS:** Internal control over all financial transactions related to this Contract shall be in accordance with sound fiscal policies. The City may, at reasonable times and places, audit the books and records of the Contractor and/or any subcontractors. Said audit shall be limited to this Contract.
- 33. RIGHT TO ASSURANCE:** Whenever one party to this Contract has reason to question, in good faith, the other party's intent to perform, the former party may demand that the other party give a written assurance of this intent to perform. In the event that a demand is made and no written assurance is given within five (5) days, the demanding party may treat this failure as the other party's intent not to perform and as a cause for possible Contract termination.
- 34. RIGHT TO INSPECT:** The City may, at reasonable times, and at the City's expense, inspect the place of business of a Contractor or subcontractor which is related to the performance of any Contract as awarded or to be awarded.
- 35. RIGHTS AND REMEDIES:** No provision in this document or in the Contractor's proposal shall be construed, expressly or by implication, as a waiver by either party of any existing or future right and/or remedy available by law in the event of any claim, default or breach of contract. The failure of either party to insist upon the strict performance of any term or condition of the Contract, to exercise or delay the exercise of any right or remedy provided in the Contract or by law, or to accept materials or services required by this Contract or by law shall not be deemed a waiver of any right of either party to insist upon the strict performance of the Contract.
- 36. SEVERABILITY:** The provisions of this Contract are severable to the extent that any provision or application held to be invalid shall not affect any other provision or application of the Contract which may remain in effect without the valid provision or application.
- 37. SHIPMENT UNDER RESERVATION PROHIBITED:** No tender of a bill of lading shall operate as a tender of the materials. Non-compliance shall conform to the termination clause set forth within this document.
- 38. SUBCONTRACTS:** No subcontract shall be entered into by the Contractor with any other party to furnish any of the material/service specified herein without the advance written approval of the City's Director of Procurement. All subcontracts shall comply with Federal and State laws and regulations which are applicable to the services covered by the subcontract and shall include all the terms and conditions set forth herein which shall apply with equal force to the subcontract, as if the subcontractor were the Contractor referred to herein. The Contractor is responsible for contract performance whether or not subcontractors are used.
- 39. SUBSEQUENT EMPLOYMENT:** The City may terminate this Contract without penalty or further obligation pursuant to A.R.S. Section 38-511 if any person significantly involved in initiating, negotiating, securing, drafting, or creating the Contract, on behalf of the City, is or becomes, at any time while the Contract or any extension of the Contract is in effect, an employee of, or a contractor to, any other party to this Contract with respect to the subject matter of the Contract. Termination shall be effective when written notice from the City's Director of Procurement is received by the parties to this Contract, unless the notice specifies a later time.
- 40. TERMINATION OF CONTRACT:** This Contract may be terminated at any time by mutual written consent, or by the City, with or without cause, upon giving thirty (30) days written notice. If this Contract is terminated, the City shall be liable only for payment under the payment provisions of this Contract for services rendered and product obligations incurred by the City before the effective date of termination.

The City reserves the right to terminate the whole or any part of this Contract due to the failure of the Contractor to carry out any term or condition of the Contract, which failure the contractor has not commenced to remedy within thirty days of receipt of notice of such failure, the City will issue a written ten (10) day notice of default to the Contractor for acting or failing to act as specified in any of the following:

In the reasonable opinion of the City, the Contractor provides personnel that do not meet the requirements of the Contract;

In the reasonable opinion of the City, the Contractor fails to perform adequately the stipulations, conditions or services/specifications required in this Contract;

In the reasonable opinion of the City, the Contractor attempts to impose personnel, materials, products or workmanship of an unacceptable quality;

The Contractor fails to furnish the required service and/or product within the time stipulated in the Contract;

In the reasonable opinion of the City, the Contractor fails to make progress in the performance of the requirements of the Contract;

The Contractor gives the City a positive indication that the Contractor will not or cannot perform to the requirements of the Contract.

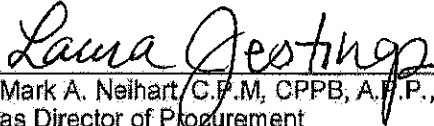
Each payment obligation of the City created by this Contract is conditioned upon the availability of City, State and Federal funds that are appropriated or allocated for the payment of such an obligation. If funds are not allocated by the City and available for the continued purchase of the services and/or materials provided under this Contract, this Contract may be terminated by the City at the end of the period for which funds are available. The City will notify the Contractor in the event that continued service will or may be affected by non-appropriation. No penalty shall accrue to the City in the event this provision is exercised, and the City shall not be obligated or liable for any future payments due or for any damages as a result of termination under this paragraph.

- 41. TITLE AND RISK OF LOSS:** The title and risk of loss of material or service shall not pass to the City until the City actually receives the material or service at the point of delivery, unless otherwise provided within this Contract.
- 42. WARRANTIES:** Contractor warrants that all material or service delivered under this Contract shall conform to the specifications of this Contract. Mere receipt of shipment of the material or service specified and any inspection incidental thereto by the City shall not alter or affect the obligations of the Contractor or the rights of the City under the foregoing warranties. Additional warranty requirements may be set forth in this document.

## OFFER AND ACCEPTANCE

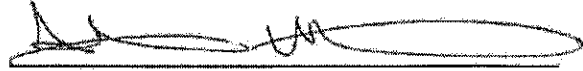
This Contract represents the entire agreement between the City of Tucson and the Contractor relating to this requirement and shall prevail over any and all previous verbal and written agreements.

### CITY OF TUCSON:



Mark A. Neihart, C.F.M., CPPB, A.P.P., CPM  
as Director of Procurement  
and Not Personally

### CATERPILLAR, INC

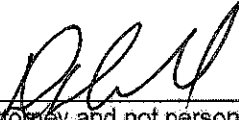


Steve Hinton  
North American Marketing Manager  
Caterpillar, Inc.  
100 NE Adams  
Peoria, IL 61629

### Contract contact:

Jason Walker  
Government Sales Consultant  
309-675-4095  
Walker\_jason\_c@cat.com

Approved as to form this 2<sup>nd</sup> day of May, 2012.



As Tucson City Attorney and not personally

**CITY OF TUCSON  
CONTRACT 120377**

**ATTACHMENT A:  
CATERPILLAR EQUIPMENT DISCOUNTS  
AND FREIGHTS**

# Caterpillar Equipment Discounts

Machines	New Equipment	Used Equipment
<b>Track Type Tractors</b>	<b>Discount off List</b>	<b>Discount from original List</b>
D3K	25.00%	20.0%
D4K	24.00%	20.0%
D5K	25.00%	20.0%
D6K	24.00%	20.0%
D6N	24.00%	20.0%
D6T	24.00%	20.0%
D7R	22.00%	20.0%
D7E	22.00%	20.0%
D8T	22.00%	20.0%
<b>Motor Graders</b>		
12M	33.00%	20.0%
120M	37.00%	20.0%
140M	33.00%	20.0%
140M2	33.00%	20.0%
160M	33.00%	20.0%
160M2	33.00%	20.0%
14M	23.00%	20.0%
<b>Excavators</b>		
300.9	17.50%	20.0%
301.5	17.50%	20.0%
301.8	17.50%	20.0%
302.5	17.50%	20.0%
303	17.50%	20.0%
303.5	17.50%	20.0%
304	17.50%	20.0%
305	17.50%	20.0%
305.5	17.50%	20.0%
307	17.50%	20.0%
308	17.50%	20.0%
311	24.00%	20.0%
312	21.00%	20.0%
314	25.00%	20.0%
315	25.00%	20.0%
319	22.00%	20.0%
320	18.00%	20.0%
321	18.00%	20.0%
324	18.00%	20.0%
325	18.00%	20.0%

328	18.00%	20.0%
329	18.00%	20.0%
330	18.00%	20.0%
336	18.00%	20.0%
345	12.00%	20.0%
349	12.00%	20.0%
<b>Wheeled Excavators</b>		
M313	35.00%	20.0%
M315	32.00%	20.0%
M316	35.00%	20.0%
M318	32.00%	20.0%
M322	35.00%	20.0%
M325	35.00%	20.0%
<b>Backhoe Loaders</b>		
414	21.00%	20.0%
416	21.00%	20.0%
420	21.00%	20.0%
430	21.00%	20.0%
450	21.00%	20.0%
<b>Wheel Tractor Scrapers</b>		
613	15.00%	20.0%
615	17.00%	20.0%
621	16.00%	20.0%
623	17.00%	20.0%
627	16.00%	20.0%
<b>Towed Scrapers</b>		
TS180	15.00%	20.0%
TS220	15.00%	20.0%
<b>Articulated Trucks</b>		
725	14.00%	20.0%
730	14.00%	20.0%
735	14.00%	20.0%
740	14.00%	20.0%
<b>Landfill Compactors</b>		
816	14.00%	20.0%
826	14.00%	20.0%
836	14.00%	20.0%
<b>Wheel Dozers</b>		
814	15.00%	20.0%
824	15.00%	20.0%
<b>Wheel Loaders</b>		
904	24.00%	20.0%

906	25.00%	20.0%
907	25.00%	20.0%
908	25.00%	20.0%
914	25.00%	20.0%
924	26.00%	20.0%
928	26.00%	20.0%
930	26.00%	20.0%
938	26.00%	20.0%
950	24.00%	20.0%
962	24.00%	20.0%
966	21.00%	20.0%
972	16.00%	20.0%
980	12.00%	20.0%
<b>Integrated Tool Carriers</b>		
IT14	26.00%	20.0%
IT38	26.00%	20.0%
IT62	21.00%	20.0%
<b>Track Loaders</b>		
953	20.00%	20.0%
963	23.00%	20.0%
973	23.00%	20.0%
<b>Skid Steer Loaders</b>		
216B2	16.00%	20.0%
216B3	16.00%	20.0%
226B2	16.00%	20.0%
226B3	16.00%	20.0%
232B2	16.00%	20.0%
236B2	16.00%	20.0%
236B3	16.00%	20.0%
242B2	16.00%	20.0%
242B3	16.00%	20.0%
246C	16.00%	20.0%
252B2	16.00%	20.0%
252B3	16.00%	20.0%
256C	16.00%	20.0%
262C	16.00%	20.0%
272C	16.00%	20.0%
<b>Multi-Terrain Loaders</b>		
227C	16.00%	20.0%
247B2	16.00%	20.0%
247B3	16.00%	20.0%
257B2	16.00%	20.0%
257B3	16.00%	20.0%
277C	16.00%	20.0%
287C	16.00%	20.0%
297C	16.00%	20.0%

<b>Compact Track Loaders</b>		
259B3	16.00%	20.0%
279C	16.00%	20.0%
289C	16.00%	20.0%
299C	16.00%	20.0%
<b>Pavers</b>		
AP500	16.00%	20.0%
AP555	16.00%	20.0%
AP600	16.00%	20.0%
AP655	16.00%	20.0%
AP800	16.00%	20.0%
AP1000	16.00%	20.0%
AP1055	16.00%	20.0%
<b>Reclaimers</b>		
RM300	14.00%	20.0%
RM500	14.00%	20.0%
<b>Gold Planners</b>		
PM102	14.00%	20.0%
PM200	14.00%	20.0%
PM201	16.00%	20.0%
<b>Rollers</b>		
CB14	16.00%	20.0%
CB22	16.00%	20.0%
CB24	16.00%	20.0%
CB32	16.00%	20.0%
CB34	16.00%	20.0%
CB44	16.00%	20.0%
CB54	16.00%	20.0%
CB64	16.00%	20.0%
CB434	16.00%	20.0%
CB534	16.00%	20.0%
CB564	16.00%	20.0%
CD54	16.00%	20.0%
CC24	16.00%	20.0%
CC34	16.00%	20.0%
CP44	14.00%	20.0%
CP56	14.00%	20.0%
CP64	14.00%	20.0%
CP76	14.00%	20.0%
CP323	14.00%	20.0%
CP433	14.00%	20.0%
CS44	14.00%	20.0%
CS54	14.00%	20.0%
CS56	14.00%	20.0%
CS64	14.00%	20.0%

CS74	14.00%	20.0%
CS76	14.00%	20.0%
CS323	14.00%	20.0%
CS423	14.00%	20.0%
CS433	14.00%	20.0%
PS150	16.00%	20.0%
PS360	16.00%	20.0%
<b>Vocational Trucks</b>		
CT660	23.00%	
CB22	16.00%	
<b>Worktools</b>	15.00%	

# Caterpillar Equipment Freight Matrix

LANDSTAR - ELEVEN SHIPPING ZONES : Freight Rates: Based on a "Ship From" zone to Destination State Zone

Shipping Zones - Based on Destination States

Product:	NY, PA, NJ VT, NH, ME VA, WV, NC OH, IN, FL, GA WI, MN, CO, NM WA, OR CA, NV NE, KS TX, OK											
	DE, MD	RI, MA, CT	KY, TN	MI, IL	SC, AL	ND, SD	WY, UT	ID, MT	AZ	MO, IA	LA, AK, MS	
Asphalt Pavers												
Unit	Ship From	1	2	3	4	5	6	7	8	9	10	11
AP500	6	\$5,346	\$7,398	\$5,550	\$4,518	\$6,762	\$2,958	\$5,357	\$6,960	\$7,302	\$3,842	\$6,214
AP555	6	\$5,580	\$7,662	\$5,862	\$4,650	\$6,942	\$3,000	\$5,406	\$7,062	\$7,530	\$4,082	\$6,570
AP600	6	\$5,346	\$7,398	\$5,550	\$4,410	\$6,762	\$2,958	\$5,357	\$6,960	\$7,302	\$3,842	\$6,214
AP650	6	\$5,346	\$7,398	\$5,550	\$4,518	\$6,762	\$2,958	\$5,357	\$6,960	\$7,302	\$3,842	\$6,214
AP655	6	\$5,580	\$7,662	\$5,862	\$4,650	\$6,942	\$3,000	\$5,406	\$7,062	\$7,530	\$4,082	\$6,570
AP800	6	\$5,580	\$7,662	\$5,862	\$4,650	\$6,942	\$3,000	\$5,406	\$7,062	\$7,530	\$4,082	\$6,570
AP1000	6	\$5,580	\$7,662	\$5,862	\$4,650	\$6,942	\$3,000	\$5,406	\$7,062	\$7,530	\$4,082	\$6,570
AP1050	6	\$5,760	\$8,322	\$5,958	\$4,650	\$6,942	\$3,060	\$5,472	\$7,002	\$7,506	\$4,162	\$6,600
AP1055	6	\$5,760	\$8,546	\$6,054	\$4,746	\$6,990	\$3,222	\$5,538	\$7,002	\$7,506	\$4,152	\$6,642
Asphalt Compactors												
Unit	Ship From	1	2	3	4	5	6	7	8	9	10	11
CB14	6	\$3,644	\$4,993	\$3,209	\$3,074	\$4,111	\$2,148	\$3,034	\$3,917	\$4,492	\$1,645	\$2,771
CB22	6	\$3,644	\$4,993	\$3,209	\$3,074	\$4,111	\$2,148	\$3,034	\$3,917	\$4,492	\$1,645	\$2,771
CB24	6	\$3,644	\$4,993	\$3,209	\$3,074	\$4,111	\$2,148	\$3,034	\$3,917	\$4,492	\$1,645	\$2,771
CB32	6	\$3,210	\$4,426	\$2,818	\$2,767	\$3,583	\$1,933	\$2,681	\$3,427	\$3,943	\$1,466	\$2,424
CB34	6	\$3,210	\$4,426	\$2,818	\$2,767	\$3,583	\$1,933	\$2,681	\$3,427	\$3,943	\$1,466	\$2,424
CB54	6	\$3,644	\$4,993	\$3,209	\$3,074	\$4,111	\$2,148	\$3,034	\$3,917	\$4,492	\$1,645	\$2,771
CB64	6	\$3,644	\$4,993	\$3,209	\$3,074	\$4,111	\$2,148	\$3,034	\$3,917	\$4,492	\$1,645	\$2,771
CB434	6	\$3,644	\$4,993	\$3,209	\$3,074	\$4,111	\$2,148	\$3,034	\$3,917	\$4,492	\$1,645	\$2,771
CB534	6	\$3,644	\$4,993	\$3,209	\$3,074	\$4,111	\$2,148	\$3,034	\$3,917	\$4,492	\$1,645	\$2,771
CB564	6	\$3,644	\$4,993	\$3,209	\$3,074	\$4,111	\$2,148	\$3,034	\$3,917	\$4,492	\$1,645	\$2,771
CC24	6	\$3,644	\$4,993	\$3,209	\$3,074	\$4,111	\$2,148	\$3,034	\$3,917	\$4,492	\$1,645	\$2,771
CC34	6	\$3,210	\$4,426	\$2,818	\$2,767	\$3,583	\$1,933	\$2,681	\$3,427	\$3,943	\$1,466	\$2,424
CD54	6	\$3,644	\$4,993	\$3,209	\$3,074	\$4,111	\$2,148	\$3,034	\$3,917	\$4,492	\$1,645	\$2,771
Soil Compactors												
Unit	Ship From	1	2	3	4	5	6	7	8	9	10	11
CS44	6	\$3,644	\$4,993	\$3,209	\$3,074	\$4,111	\$2,148	\$3,034	\$3,917	\$4,492	\$1,645	\$2,771
CS54	6	\$3,644	\$4,993	\$3,209	\$3,074	\$4,111	\$2,148	\$3,034	\$3,917	\$4,492	\$1,645	\$2,771
NJPA Contract												

LANDSTAR® ELEVEN SHIPPING ZONES : Freight Rates: Based on a "Ship From" zone to Destination State Zone

Shipping Zones - Based on Destination States

Product:	NY, PA, NJ	VT, NH, ME	VA, WV, NC	OH, IN,	FL, GA	WI, MN,	CO, NM	WA, OR	CA, NV	NE, KS	TX, OK
	DE, MD	RI, MA, CT	KY, TN	MI, IL	SC, AL	ND, SD	WY, UT	ID, MT	AZ	MO, IA, LA, AK, MS	
CS56	6	\$3,644	\$4,993	\$3,209	\$3,074	\$4,111	\$2,148	\$3,034	\$3,917	\$4,492	\$2,771
CS64	6	\$3,644	\$4,993	\$3,209	\$3,074	\$4,111	\$2,148	\$3,034	\$3,917	\$4,492	\$2,771
CS74	6	\$3,644	\$4,993	\$3,209	\$3,074	\$4,111	\$2,148	\$3,034	\$3,917	\$4,492	\$2,771
CS76	6	\$3,644	\$4,993	\$3,209	\$3,074	\$4,111	\$2,148	\$3,034	\$3,917	\$4,492	\$2,771
CS323	6	\$3,210	\$4,426	\$2,818	\$2,767	\$3,583	\$1,933	\$2,681	\$3,427	\$3,943	\$2,424
CS423	6	\$3,644	\$4,993	\$3,209	\$3,074	\$4,111	\$2,148	\$3,034	\$3,917	\$4,492	\$2,771
CS433	6	\$3,644	\$4,993	\$3,209	\$3,074	\$4,111	\$2,148	\$3,034	\$3,917	\$4,492	\$2,771
CP56	6	\$3,644	\$4,993	\$3,209	\$3,074	\$4,111	\$2,148	\$3,034	\$3,917	\$4,492	\$2,771
CP64	6	\$3,644	\$4,993	\$3,209	\$3,074	\$4,111	\$2,148	\$3,034	\$3,917	\$4,492	\$2,771
CP76	6	\$3,644	\$4,993	\$3,209	\$3,074	\$4,111	\$2,148	\$3,034	\$3,917	\$4,492	\$2,771
CP323	6	\$3,210	\$4,426	\$2,818	\$2,767	\$3,583	\$1,933	\$2,681	\$3,427	\$3,943	\$2,424
CP433	6	\$3,644	\$4,993	\$3,209	\$3,074	\$4,111	\$2,148	\$3,034	\$3,917	\$4,492	\$2,771

Track Type Factors

Unit	Ship From	1	2	3	4	5	6	7	8	9	10	11
D3K	5	\$3,312	\$4,500	\$2,558	\$3,794	\$1,142	\$5,676	\$6,060	\$8,083	\$7,879	\$4,978	\$2,810
	11	\$4,565	\$6,485	\$4,538	\$4,298	\$2,810	\$4,459	\$4,260	\$6,014	\$5,443	\$3,276	\$2,861
D4K	5	\$3,312	\$4,500	\$2,558	\$3,794	\$1,142	\$5,676	\$6,060	\$8,083	\$7,879	\$4,978	\$2,810
	11	\$4,565	\$6,485	\$4,538	\$4,298	\$2,810	\$4,459	\$4,260	\$6,014	\$5,443	\$3,276	\$2,861
D5K	5	\$3,312	\$4,500	\$2,558	\$3,794	\$1,142	\$5,676	\$6,060	\$8,083	\$7,879	\$4,978	\$2,810
	11	\$4,565	\$6,485	\$4,538	\$4,298	\$2,810	\$4,459	\$4,260	\$6,014	\$5,443	\$3,276	\$2,861
D6K	5	\$3,312	\$4,500	\$2,558	\$3,794	\$1,142	\$5,676	\$6,060	\$8,083	\$7,879	\$4,978	\$2,810
	11	\$4,565	\$6,485	\$4,538	\$4,298	\$2,810	\$4,459	\$4,260	\$6,014	\$5,443	\$3,276	\$2,861
D6N	5	\$3,312	\$4,500	\$2,558	\$3,794	\$1,142	\$5,676	\$6,060	\$8,083	\$7,879	\$4,978	\$2,810
	11	\$4,565	\$6,485	\$4,538	\$4,298	\$2,810	\$4,459	\$4,260	\$6,014	\$5,443	\$3,276	\$2,861
D6T	4	\$4,266	\$5,760	\$4,170	\$2,430	\$5,040	\$4,038	\$6,192	\$8,454	\$8,082	\$2,640	\$4,920
D7R	4	\$5,490	\$7,440	\$5,400	\$2,862	\$6,600	\$5,040	\$7,182	\$10,998	\$10,470	\$3,432	\$6,448
D7E	4	\$5,490	\$7,440	\$5,400	\$2,862	\$6,600	\$5,040	\$7,182	\$10,998	\$10,470	\$3,432	\$6,448
D8T	4	\$6,792	\$9,180	\$6,690	\$3,510	\$8,280	\$6,030	\$8,682	\$14,040	\$15,750	\$4,782	\$7,800

Integrated Tool Carriers

Unit	Ship From	1	2	3	4	5	6	7	8	9	10	11
IT14	3	\$2,122	\$3,394	\$2,327	\$1,958	\$2,462	\$4,166	\$5,678	\$7,597	\$7,231	\$3,720	\$3,796
IT38	3	\$2,696	\$4,361	\$2,886	\$2,832	\$3,178	\$5,597	\$7,663	\$10,036	\$9,338	\$5,341	\$5,665
IT62	3	\$3,101	\$5,015	\$3,319	\$3,257	\$3,654	\$6,436	\$8,813	\$11,541	\$10,739	\$6,142	\$6,515

Non-Integrated Carriers

LANDSTA-- ELEVEN SHIPPING ZONES : Freight Rates: Based on a "Ship From" zone to Destination State Zone

Shipping Zones - Based on Destination States

Product:	Unit	Ship From	NY, PA, NJ	VT, NH, ME	VA, WV, NC	OH, IN,	FL, GA	WI, MN,	CO, NM	WA, OR	CA, NV	NE, KS	TX, OK
			DE, MD	RI, MA, CT	KY, TN	MI, IL	SC, AL	ND, SD	WY, UT	ID, MT	AZ	MO, IA, LA, AK, MS	
M313	5		\$4,583	\$6,726	\$3,116	\$5,453	\$1,944	\$7,884	\$8,651	\$14,604	\$12,650	\$6,071	\$6,230
	11		\$8,066	\$10,122	\$4,218	\$6,353	\$4,944	\$6,006	\$6,048	\$10,991	\$8,321	\$4,666	\$2,976
M315	5		\$4,639	\$6,809	\$3,154	\$5,520	\$1,968	\$7,980	\$8,758	\$14,784	\$12,806	\$6,145	\$6,307
	11		\$8,171	\$8,939	\$4,272	\$6,436	\$5,008	\$6,084	\$6,126	\$11,134	\$8,429	\$4,727	\$3,013
M316	5		\$4,651	\$6,826	\$3,161	\$5,533	\$1,973	\$7,999	\$8,778	\$14,820	\$12,838	\$6,160	\$6,323
	11		\$8,213	\$10,306	\$4,294	\$6,468	\$5,033	\$6,115	\$6,534	\$11,190	\$8,472	\$4,752	\$3,030
M318	5		\$4,786	\$7,025	\$3,253	\$5,695	\$2,030	\$8,233	\$9,035	\$15,253	\$13,212	\$6,340	\$6,506
	11		\$8,443	\$10,595	\$4,416	\$6,650	\$5,174	\$6,287	\$6,330	\$11,504	\$8,710	\$4,884	\$3,114
M322	5		\$4,843	\$7,108	\$3,293	\$5,762	\$2,054	\$8,330	\$9,142	\$15,433	\$13,368	\$6,415	\$6,583
	11		\$8,548	\$10,727	\$4,470	\$6,732	\$5,239	\$6,365	\$6,409	\$11,647	\$8,818	\$4,093	\$3,394
M325	5		\$4,843	\$7,108	\$3,293	\$5,762	\$2,054	\$8,330	\$9,142	\$15,433	\$13,368	\$6,415	\$6,583
	11		\$8,548	\$10,727	\$4,470	\$6,732	\$5,239	\$6,365	\$6,409	\$11,647	\$8,818	\$4,093	\$3,394

Gold Planners

Unit	Ship From	1	2	3	4	5	6	7	8	9	10	11
PM102	6	\$8,190	\$10,710	\$7,386	\$5,789	\$9,952	\$4,056	\$6,660	\$9,244	\$10,343	\$3,398	\$6,536
PM200	6	\$8,190	\$10,710	\$7,386	\$5,789	\$9,952	\$4,056	\$6,660	\$9,244	\$10,343	\$3,398	\$6,536
PM201	6	\$8,190	\$10,710	\$7,386	\$5,789	\$9,952	\$4,056	\$6,660	\$9,244	\$10,343	\$3,398	\$6,536

Pneumatic Compactors

Unit	Ship From	1	2	3	4	5	6	7	8	9	10	11
PS150	6	\$3,644	\$4,993	\$3,209	\$3,074	\$4,111	\$2,148	\$3,034	\$3,917	\$4,492	\$1,645	\$2,771
PS360	6	\$3,644	\$4,993	\$3,209	\$3,074	\$4,111	\$2,148	\$3,034	\$3,917	\$4,492	\$1,645	\$2,771

Roller Mixers

Unit	Ship From	1	2	3	4	5	6	7	8	9	10	11
RM300	6	\$5,380	\$7,034	\$4,850	\$3,802	\$6,535	\$2,663	\$4,375	\$6,071	\$6,792	\$2,218	\$4,294
RM500	6	\$5,674	\$7,444	\$5,118	\$2,074	\$6,894	\$2,809	\$4,812	\$6,403	\$7,165	\$2,339	\$4,529

Towed Scrapers

Unit	Ship From	1	2	3	4	5	6	7	8	9	10	11
TS180	4	\$2,939	\$3,828	\$3,476	\$1,801	\$4,339	\$1,974	\$4,059	\$4,963	\$5,194	\$2,213	\$3,712
TS220	4	\$2,939	\$3,828	\$3,476	\$1,801	\$4,339	\$1,974	\$4,059	\$4,963	\$5,194	\$2,213	\$3,712

Motor Graders

Unit	Ship From	1	2	3	4	5	6	7	8	9	10	11
12	4	\$3,564	\$5,219	\$3,006	\$1,968	\$4,762	\$3,702	\$5,026	\$7,913	\$7,894	\$2,113	\$3,948
NJPA Contract	4	\$4,310	\$6,313	\$3,636	\$2,380	\$5,760	\$4,478	\$6,079	\$9,572	\$9,548	\$2,556	\$4,774

**LANDSTAR - ELEVEN SHIPPING ZONES : Freight Rates: Based on a "Ship From" zone to Destination State Zone**

*Shipping Zones - Based on Destination States*

Product:		NV, PA, NJ	VT, NH, ME	VA, WV, NC	OH, IN,	FL, GA	WI, MN,	CO, NM	WA, OR	CA, NV	NE, KS	TX, OK
		DE, MD	RI, MA, CT	KY, TN	MI, IL	SC, AL	ND, SD	WY, UT	ID, MT	AZ	MO, IA, LA, AK, MS	
120	4	\$3,449	\$5,051	\$2,909	\$1,904	\$4,608	\$3,582	\$4,864	\$7,657	\$7,639	\$2,045	\$3,820
140	4	\$3,564	\$5,219	\$3,006	\$1,968	\$4,762	\$3,702	\$5,026	\$7,913	\$7,894	\$2,113	\$3,948
160	4	\$3,576	\$5,243	\$3,054	\$1,992	\$4,795	\$3,720	\$5,046	\$7,924	\$7,932	\$2,140	\$3,966

**Skid Steer Loaders**

Unit	Ship From	1	2	3	4	5	6	7	8	9	10	11
216	5	\$3,031	\$4,085	\$2,382	\$3,578	\$1,022	\$5,190	\$5,526	\$8,984	\$7,219	\$4,723	\$2,426
226	5	\$3,031	\$4,085	\$2,382	\$3,578	\$1,022	\$5,190	\$5,526	\$8,984	\$7,219	\$4,723	\$2,426
232	5	\$3,031	\$4,085	\$2,382	\$3,578	\$1,022	\$5,190	\$5,526	\$8,984	\$7,219	\$4,723	\$2,426
236	5	\$3,031	\$4,085	\$2,382	\$3,578	\$1,022	\$5,190	\$5,526	\$8,984	\$7,219	\$4,723	\$2,426
242	5	\$3,031	\$4,085	\$2,382	\$3,578	\$1,022	\$5,190	\$5,526	\$8,984	\$7,219	\$4,723	\$2,426
246	5	\$3,031	\$4,085	\$2,382	\$3,578	\$1,022	\$5,190	\$5,526	\$8,984	\$7,219	\$4,723	\$2,426
248	5	\$3,031	\$4,085	\$2,382	\$3,578	\$1,022	\$5,190	\$5,526	\$8,984	\$7,219	\$4,723	\$2,426
252	5	\$3,031	\$4,085	\$2,382	\$3,578	\$1,022	\$5,190	\$5,526	\$8,984	\$7,219	\$4,723	\$2,426
256	5	\$3,031	\$4,085	\$2,382	\$3,578	\$1,022	\$5,190	\$5,526	\$8,984	\$7,219	\$4,723	\$2,426
262	5	\$3,031	\$4,085	\$2,382	\$3,578	\$1,022	\$5,190	\$5,526	\$8,984	\$7,219	\$4,723	\$2,426
268	5	\$3,031	\$4,085	\$2,382	\$3,578	\$1,022	\$5,190	\$5,526	\$8,984	\$7,219	\$4,723	\$2,426
272	5	\$3,031	\$4,085	\$2,382	\$3,578	\$1,022	\$5,190	\$5,526	\$8,984	\$7,219	\$4,723	\$2,426

**Multi-Terrain Loaders**

Unit	Ship From	1	2	3	4	5	6	7	8	9	10	11
227	5	\$3,031	\$4,085	\$2,382	\$3,578	\$1,022	\$5,190	\$5,526	\$8,984	\$7,219	\$4,723	\$2,426
247	5	\$3,031	\$4,085	\$2,382	\$3,578	\$1,022	\$5,190	\$5,526	\$8,984	\$7,219	\$4,723	\$2,426
257	5	\$3,031	\$4,085	\$2,382	\$3,578	\$1,022	\$5,190	\$5,526	\$8,984	\$7,219	\$4,723	\$2,426
267	5	\$3,031	\$4,085	\$2,382	\$3,578	\$1,022	\$5,190	\$5,526	\$8,984	\$7,219	\$4,723	\$2,426
277	5	\$3,031	\$4,085	\$2,382	\$3,578	\$1,022	\$5,190	\$5,526	\$8,984	\$7,219	\$4,723	\$2,426
287	5	\$3,031	\$4,085	\$2,382	\$3,578	\$1,022	\$5,190	\$5,526	\$8,984	\$7,219	\$4,723	\$2,426
297	5	\$3,031	\$4,085	\$2,382	\$3,578	\$1,022	\$5,190	\$5,526	\$8,984	\$7,219	\$4,723	\$2,426

**Compact Track Loaders**

Unit	Ship From	1	2	3	4	5	6	7	8	9	10	11
259	5	\$3,031	\$4,085	\$2,382	\$3,578	\$1,022	\$5,190	\$5,526	\$8,984	\$7,219	\$4,723	\$2,426
279	5	\$3,031	\$4,085	\$2,382	\$3,578	\$1,022	\$5,190	\$5,526	\$8,984	\$7,219	\$4,723	\$2,426
289	5	\$3,031	\$4,085	\$2,382	\$3,578	\$1,022	\$5,190	\$5,526	\$8,984	\$7,219	\$4,723	\$2,426
299	5	\$3,031	\$4,085	\$2,382	\$3,578	\$1,022	\$5,190	\$5,526	\$8,984	\$7,219	\$4,723	\$2,426

**Hydraulic Excavators**

Unit	Ship From	1	2	3	4	5	6	7	8	9	10	11
219	5	\$3,031	\$4,085	\$2,382	\$3,578	\$1,022	\$5,190	\$5,526	\$8,984	\$7,219	\$4,723	\$2,426

**LANDSTAK - ELEVEN SHIPPING ZONES : Freight Rates: Based on a "Ship From" zone to Destination State Zone**

*Shipping Zones - Based on Destination States*

Product:	NY, PA, NJ	VT, NH, ME	RI, MA, CT	VA, WV, NC	OH, IN,	FL, GA	WI, MN,	CO, NM	WA, OR	CA, NV	NE, KS	TX, OK
	DE, MD			KY, TN	MI, IL	SC, AL	ND, SD	WY, UT	ID, MT	AZ	MO, IA, LA, AK, MS	
300.9	\$3,031	\$4,085		\$2,382	\$3,578	\$1,022	\$5,190	\$5,526	\$8,984	\$7,219	\$4,723	\$2,426
	\$4,042	\$5,828		\$4,253	\$3,887	\$2,510	\$4,069	\$3,900	\$5,414	\$4,939	\$2,976	\$2,561
301.4	\$3,031	\$4,085		\$2,382	\$3,578	\$1,022	\$5,190	\$5,526	\$8,984	\$7,219	\$4,723	\$2,426
	\$4,042	\$5,828		\$4,253	\$3,887	\$2,510	\$4,069	\$3,900	\$5,414	\$4,939	\$2,976	\$2,561
301.5	\$3,031	\$4,085		\$2,382	\$3,578	\$1,022	\$5,190	\$5,526	\$8,984	\$7,219	\$4,723	\$2,426
	\$4,042	\$5,828		\$4,253	\$3,887	\$2,510	\$4,069	\$3,900	\$5,414	\$4,939	\$2,976	\$2,561
301.8	\$3,031	\$4,085		\$2,382	\$3,578	\$1,022	\$5,190	\$5,526	\$8,984	\$7,219	\$4,723	\$2,426
	\$4,042	\$5,828		\$4,265	\$3,887	\$2,510	\$4,069	\$3,900	\$5,414	\$4,939	\$2,976	\$2,561
302.5	\$3,031	\$4,085		\$2,382	\$3,578	\$1,022	\$5,190	\$5,526	\$8,984	\$7,219	\$4,723	\$2,426
	\$4,042	\$5,828		\$4,265	\$3,887	\$2,510	\$4,069	\$3,900	\$5,414	\$4,939	\$2,976	\$2,561
303	\$3,031	\$4,085		\$2,382	\$3,578	\$1,022	\$5,190	\$5,526	\$8,984	\$7,219	\$4,723	\$2,426
	\$4,042	\$5,828		\$4,265	\$3,887	\$2,510	\$4,069	\$3,900	\$5,414	\$4,939	\$2,976	\$2,561
303.5	\$3,031	\$4,085		\$2,382	\$3,578	\$1,022	\$5,190	\$5,526	\$8,984	\$7,219	\$4,723	\$2,426
	\$4,042	\$5,828		\$4,265	\$3,887	\$2,510	\$4,069	\$3,900	\$5,414	\$4,939	\$2,976	\$2,561
304	\$3,312	\$4,500		\$2,558	\$3,794	\$1,142	\$5,676	\$6,060	\$8,083	\$7,879	\$4,978	\$2,810
	\$4,565	\$6,485		\$4,538	\$4,298	\$2,810	\$4,459	\$4,260	\$6,014	\$5,443	\$3,276	\$2,861
305	\$3,312	\$4,500		\$2,558	\$3,794	\$1,142	\$5,676	\$6,060	\$8,083	\$7,879	\$4,978	\$2,810
	\$4,565	\$6,485		\$4,538	\$4,298	\$2,810	\$4,459	\$4,260	\$6,014	\$5,443	\$3,276	\$2,861
305.5	\$3,312	\$4,500		\$2,558	\$3,794	\$1,142	\$5,676	\$6,060	\$8,083	\$7,879	\$4,978	\$2,810
	\$4,565	\$6,485		\$4,538	\$4,298	\$2,810	\$4,459	\$4,260	\$6,014	\$5,443	\$3,276	\$2,861
307	\$3,312	\$4,500		\$2,558	\$3,794	\$1,142	\$5,676	\$6,060	\$8,083	\$7,879	\$4,978	\$2,810
	\$4,565	\$6,485		\$4,538	\$4,298	\$2,810	\$4,459	\$4,260	\$6,014	\$5,443	\$3,276	\$2,861
308	\$3,312	\$4,500		\$2,558	\$3,794	\$1,142	\$5,676	\$6,060	\$8,083	\$7,879	\$4,978	\$2,810
	\$4,565	\$6,485		\$4,538	\$4,298	\$2,810	\$4,459	\$4,260	\$6,014	\$5,443	\$3,276	\$2,861
311	\$3,312	\$4,500		\$2,558	\$3,794	\$1,142	\$5,676	\$6,060	\$8,083	\$7,879	\$4,978	\$2,810
	\$4,565	\$6,485		\$4,538	\$4,298	\$2,810	\$4,459	\$4,260	\$6,014	\$5,443	\$3,276	\$2,861
312	\$3,312	\$4,500		\$2,558	\$3,794	\$1,142	\$5,676	\$6,060	\$8,083	\$7,879	\$4,978	\$2,810
	\$4,565	\$6,485		\$4,538	\$4,298	\$2,810	\$4,459	\$4,260	\$6,014	\$5,443	\$3,276	\$2,861
314	\$3,312	\$4,500		\$2,558	\$3,794	\$1,142	\$5,676	\$6,060	\$8,083	\$7,879	\$4,978	\$2,810
	\$4,565	\$6,485		\$4,538	\$4,298	\$2,810	\$4,459	\$4,260	\$6,014	\$5,443	\$3,276	\$2,861
315	\$3,312	\$4,500		\$2,558	\$3,794	\$1,142	\$5,676	\$6,060	\$8,083	\$7,879	\$4,978	\$2,810
	\$4,565	\$6,485		\$4,538	\$4,298	\$2,810	\$4,459	\$4,260	\$6,014	\$5,443	\$3,276	\$2,861
318	\$4,968	\$6,750		\$3,838	\$5,692	\$1,714	\$8,514	\$9,090	\$12,125	\$11,819	\$7,466	\$4,216
NJPA Contract	\$6,847	\$9,727		\$6,808	\$6,448	\$4,216	\$6,689	\$6,390	\$9,022	\$8,165	\$4,914	\$4,291

LANDSTA-- ELEVEN SHIPPING ZONES : Freight Rates: Based on a "Ship From" Zone to Destination State Zone

Shipping Zones - Based on Destination States

Product:	NY, PA, NJ	VT, NH, ME	VA, WV, NC	OH, IN,	FL, GA	WI, MN,	CO, NM	WA, OR	CA, NV	NE, KS	TX, OK
	DE, MD	RI, MA, CT	KY, TN	MI, IL	SC, AL	ND, SD	WY, UT	ID, MT	AZ	MO, IA, LA, AK, MS	
319	\$4,968	\$6,750	\$3,838	\$5,692	\$1,714	\$8,514	\$9,090	\$12,125	\$11,819	\$7,466	\$4,216
11	\$6,847	\$9,727	\$6,808	\$6,448	\$4,216	\$6,689	\$6,390	\$9,022	\$8,165	\$4,914	\$4,291
320	\$4,968	\$6,750	\$3,838	\$5,692	\$1,714	\$8,514	\$9,090	\$12,125	\$11,819	\$7,466	\$4,216
11	\$6,847	\$9,727	\$6,808	\$6,448	\$4,216	\$6,689	\$6,390	\$9,022	\$8,165	\$4,914	\$4,291
321	\$4,968	\$6,750	\$3,838	\$5,692	\$1,714	\$8,514	\$9,090	\$12,125	\$11,819	\$7,466	\$4,216
11	\$6,847	\$9,727	\$6,808	\$6,448	\$4,216	\$6,689	\$6,390	\$9,022	\$8,165	\$4,914	\$4,291
322	\$3,312	\$4,500	\$2,558	\$3,794	\$1,142	\$5,676	\$6,060	\$8,083	\$7,879	\$4,978	\$2,810
11	\$4,565	\$6,485	\$4,538	\$4,298	\$2,810	\$4,459	\$4,260	\$6,014	\$5,443	\$3,276	\$2,861
324	\$3,312	\$4,500	\$2,558	\$3,794	\$1,142	\$5,676	\$6,060	\$8,083	\$7,879	\$4,978	\$2,810
11	\$4,565	\$6,485	\$4,538	\$4,298	\$2,810	\$4,459	\$4,260	\$6,014	\$5,443	\$3,276	\$2,861
325	\$5,910	\$8,644	\$4,925	\$3,694	\$7,831	\$5,730	\$8,182	\$12,865	\$12,853	\$3,694	\$6,482
328	\$5,910	\$8,644	\$4,925	\$3,694	\$7,831	\$5,730	\$8,182	\$12,865	\$12,853	\$3,694	\$6,482
329	\$5,910	\$8,644	\$4,925	\$3,694	\$7,831	\$5,730	\$8,182	\$12,865	\$12,853	\$3,694	\$6,482
330	\$6,612	\$9,671	\$5,510	\$4,140	\$8,762	\$6,289	\$9,155	\$14,395	\$14,382	\$4,133	\$7,253
336	\$6,612	\$9,671	\$5,510	\$4,140	\$8,762	\$6,289	\$9,155	\$14,395	\$14,382	\$4,133	\$7,253
345	\$7,934	\$11,605	\$6,612	\$4,968	\$10,514	\$7,547	\$10,986	\$17,274	\$17,258	\$4,960	\$8,704
349	\$7,934	\$11,605	\$6,612	\$4,968	\$10,514	\$7,547	\$10,986	\$17,274	\$17,258	\$4,960	\$8,704

Backhoe Loaders

Unit	Ship From	1	2	3	4	5	6	7	8	9	10	11
414	3	\$3,031	\$4,085	\$2,382	\$3,578	\$2,426	\$5,190	\$5,526	\$8,984	\$7,219	\$4,723	\$2,426
416	3	\$3,031	\$4,085	\$2,382	\$3,578	\$2,426	\$5,190	\$5,526	\$8,984	\$7,219	\$4,723	\$2,426
420	3	\$3,031	\$4,085	\$2,382	\$3,578	\$2,426	\$5,190	\$5,526	\$8,984	\$7,219	\$4,723	\$2,426
430	3	\$3,031	\$4,085	\$2,382	\$3,578	\$2,426	\$5,190	\$5,526	\$8,984	\$7,219	\$4,723	\$2,426
450	3	\$3,031	\$4,085	\$2,382	\$3,578	\$2,426	\$5,190	\$5,526	\$8,984	\$7,219	\$4,723	\$2,426

Wheel Tractor Scrapers

Unit	Ship From	1	2	3	4	5	6	7	8	9	10	11
613	4	\$2,472	\$3,698	\$2,040	\$1,460	\$3,190	\$2,602	\$3,571	\$4,843	\$5,052	\$1,950	\$2,878
615	4	\$4,639	\$6,792	\$4,256	\$2,488	\$6,545	\$4,558	\$6,574	\$10,020	\$10,214	\$3,320	\$5,594
621	4	\$6,304	\$9,229	\$5,784	\$3,953	\$8,893	\$6,192	\$8,933	\$13,616	\$13,880	\$4,513	\$7,602
623	4	\$7,006	\$10,255	\$6,427	\$4,392	\$9,882	\$6,881	\$9,926	\$15,130	\$15,424	\$5,014	\$8,447
627	4	\$7,006	\$10,255	\$6,427	\$4,392	\$9,882	\$6,881	\$9,926	\$15,130	\$15,424	\$5,014	\$8,447

Articulated Trucks

Unit	Ship From	1	2	3	4	5	6	7	8	9	10	11
NJRA	Contract	Ship From										

**LANDSTAK - ELEVEN SHIPPING ZONES : Freight Rates: Based on a "Ship From" zone to Destination State Zone**

*Shipping Zones - Based on Destination States*

Product:	NY, PA, NJ	VT, NH, ME	VA, WV, NC	OH, IN,	FL, GA	WI, MN,	CO, NM	WA, OR	CA, NV	NE, KS	TX, OK
	DE, MD	RI, MA, CT	KY, TN	MI, IL	SC, AL	ND, SD	WY, UT	ID, MT	AZ	MO, IA, LA, AK, MS	
725	5	\$4,843	\$7,108	\$3,293	\$5,762	\$2,054	\$8,330	\$9,142	\$15,433	\$13,368	\$6,415 \$6,583
	11	\$8,548	\$10,727	\$4,470	\$6,732	\$5,239	\$6,365	\$6,409	\$11,647	\$8,818	\$4,093 \$3,394
730	5	\$4,843	\$7,108	\$3,293	\$5,762	\$2,054	\$8,330	\$9,142	\$15,433	\$1,368	\$6,415 \$6,583
	11	\$8,548	\$10,727	\$4,470	\$6,732	\$5,239	\$6,365	\$6,409	\$11,647	\$8,818	\$4,093 \$3,394
735	5	\$5,578	\$8,188	\$3,792	\$6,637	\$2,366	\$9,595	\$10,530	\$17,778	\$15,406	\$7,390 \$7,584
	11	\$10,328	\$12,961	\$5,402	\$8,134	\$6,331	\$7,691	\$7,744	\$14,074	\$10,654	\$5,975 \$3,810
740	5	\$5,748	\$8,436	\$3,907	\$6,839	\$3,658	\$9,887	\$10,850	\$18,318	\$15,868	\$7,613 \$7,814
	11	\$10,643	\$13,356	\$5,566	\$8,382	\$6,523	\$7,925	\$7,980	\$15,366	\$13,140	\$7,290 \$3,926

**Wheel Dozers**

Unit	Ship From	1	2	3	4	5	6	7	8	9	10	11
814	4	\$5,340	\$7,414	\$4,646	\$2,716	\$7,145	\$4,974	\$7,176	\$10,938	\$11,150	\$3,625	\$6,107
824	4	\$7,236	\$13,853	\$8,682	\$5,933	\$13,284	\$9,250	\$13,344	\$17,959	\$18,306	\$6,774	\$11,354
824(B)	4	\$2,184	\$3,277	\$1,800	\$1,301	\$2,808	\$2,328	\$3,173	\$4,217	\$4,426	\$1,770	\$2,562

**Landfill Compactors**

Unit	Ship From	1	2	3	4	5	6	7	8	9	10	11
816	4	\$5,340	\$7,414	\$4,646	\$2,716	\$7,145	\$4,974	\$7,176	\$10,938	\$11,150	\$3,625	\$6,107
826	4	\$7,236	\$13,853	\$8,682	\$5,933	\$13,284	\$9,250	\$13,344	\$17,959	\$18,306	\$6,774	\$11,354
826(B)	4	\$2,184	\$3,277	\$1,800	\$1,301	\$2,808	\$2,328	\$3,173	\$4,217	\$4,426	\$1,770	\$2,562
836	4	\$15,150	\$20,477	\$12,833	\$8,770	\$19,732	\$13,739	\$18,187	\$25,250	\$25,738	\$10,012	\$15,481
836(B)	4	\$2,184	\$3,277	\$1,800	\$1,301	\$2,808	\$2,328	\$3,173	\$4,217	\$4,426	\$1,770	\$2,562

**Wheel Loaders**

Unit	Ship From	1	2	3	4	5	6	7	8	9	10	11
904	1	\$1,607	\$4,015	\$1,607	\$3,158	\$1,607	\$5,109	\$7,635	\$10,363	\$9,559	\$4,274	\$6,233
904	9	\$4,565	\$6,485	\$4,538	\$4,298	\$9,559	\$4,459	\$4,260	\$6,014	\$5,443	\$3,276	\$2,861
904	11	\$3,980	\$5,389	\$2,081	\$3,134	\$2,376	\$3,354	\$3,612	\$5,424	\$4,862	\$2,606	\$1,699
906	1	\$1,607	\$4,015	\$1,607	\$3,158	\$1,607	\$5,109	\$7,635	\$10,363	\$9,559	\$4,274	\$6,233
906	9	\$4,565	\$6,485	\$4,538	\$4,298	\$9,559	\$4,459	\$4,260	\$6,014	\$5,443	\$3,276	\$2,861
906	11	\$3,980	\$5,389	\$2,081	\$3,134	\$2,376	\$3,354	\$3,612	\$5,424	\$4,862	\$2,606	\$1,699
907	1	\$1,607	\$4,015	\$1,607	\$3,158	\$1,607	\$5,109	\$7,635	\$10,363	\$9,559	\$4,274	\$6,233
907	9	\$4,565	\$6,485	\$4,538	\$4,298	\$9,559	\$4,459	\$4,260	\$6,014	\$5,443	\$3,276	\$2,861
907	11	\$3,980	\$5,389	\$2,081	\$3,134	\$2,376	\$3,354	\$3,612	\$5,424	\$4,862	\$2,606	\$1,699
908	1	\$1,607	\$4,015	\$1,607	\$3,158	\$1,607	\$5,109	\$7,635	\$10,363	\$9,559	\$4,274	\$6,233
908	9	\$4,565	\$6,485	\$4,538	\$4,298	\$9,559	\$4,459	\$4,260	\$6,014	\$5,443	\$3,276	\$2,861
908	11	\$3,980	\$5,389	\$2,081	\$3,134	\$2,376	\$3,354	\$3,612	\$5,424	\$4,862	\$2,606	\$1,699
NJP	Contract	11	\$5,389	\$2,081	\$3,134	\$2,376	\$3,354	\$3,612	\$5,424	\$4,862	\$2,606	\$1,699

LANDSTAR - ELEVEN SHIPPING ZONES : Freight Rates: Based on a "Ship From" Zone to Destination State Zone

Shipping Zones - Based on Destination States

Product:	Ship From											
	NY, PA, NJ	VT, NH, ME	VA, WV, NC	OH, IN,	FL, GA	WI, MN,	CO, NM	WA, OR	CA, NV	NE, KS	TX, OK	
	DE, MD	RI, MA, CT	KY, TN	MI, IL	SC, AL	ND, SD	WY, UT	ID, MT	AZ	MO, IA, LA, AK, MS		
914	1	\$2,853	\$4,015	\$2,789	\$3,158	\$2,789	\$5,109	\$7,635	\$10,363	\$9,559	\$6,233	
914	9	\$4,565	\$6,485	\$4,538	\$4,298	\$9,559	\$4,459	\$4,260	\$6,014	\$5,443	\$2,861	
914	11	\$3,980	\$5,389	\$2,081	\$3,134	\$2,376	\$3,354	\$3,612	\$5,424	\$4,862	\$1,699	
924	3	\$2,696	\$4,361	\$2,886	\$2,832	\$3,178	\$5,597	\$7,663	\$10,036	\$9,338	\$5,665	
928	3	\$2,696	\$4,361	\$2,886	\$2,832	\$3,178	\$5,597	\$7,663	\$10,036	\$9,338	\$5,665	
930	3	\$2,696	\$4,361	\$2,886	\$2,832	\$3,178	\$5,597	\$7,663	\$10,036	\$9,338	\$5,665	
938	4	\$3,445	\$5,044	\$3,161	\$1,847	\$4,860	\$3,384	\$4,882	\$7,441	\$7,585	\$4,154	
950	4	\$3,502	\$5,128	\$3,214	\$1,878	\$4,942	\$3,440	\$4,963	\$7,565	\$7,711	\$4,223	
962	4	\$3,502	\$5,128	\$3,214	\$1,878	\$4,942	\$3,440	\$4,963	\$7,565	\$7,711	\$4,223	
966	4	\$3,686	\$5,497	\$3,445	\$2,014	\$5,298	\$3,689	\$5,321	\$8,111	\$8,267	\$4,529	
972	4	\$4,226	\$6,186	\$3,877	\$2,266	\$5,962	\$4,152	\$5,988	\$9,128	\$9,304	\$5,096	
980	4	\$10,420	\$15,326	\$8,072	\$8,836	\$9,197	\$5,656	\$7,459	\$16,340	\$17,464	\$8,654	
Unit	Ship From	1	2	3	4	5	6	7	8	9	10	11
953	5	\$2,546	\$3,820	\$1,654	\$2,558	\$1,200	\$4,184	\$4,699	\$7,031	\$6,403	\$2,923	\$3,230
963	11	\$3,980	\$5,389	\$2,081	\$3,134	\$2,376	\$3,354	\$3,612	\$5,424	\$4,862	\$2,606	\$1,699
	5	\$3,395	\$4,982	\$2,191	\$3,838	\$1,440	\$5,546	\$6,088	\$10,277	\$8,902	\$4,271	\$4,385
973	11	\$6,286	\$7,888	\$3,124	\$4,703	\$3,660	\$4,446	\$4,477	\$8,136	\$6,158	\$3,454	\$2,202
	5	\$3,858	\$4,944	\$2,623	\$4,591	\$1,637	\$6,637	\$7,284	\$12,296	\$10,651	\$5,111	\$5,246
	11	\$7,145	\$8,965	\$3,736	\$5,627	\$4,379	\$5,320	\$5,357	\$9,734	\$7,369	\$4,133	\$2,635

Unit	Ship From	1	2	3	4	5	6	7	8	9	10	11
CT660	5	\$2,500	\$2,500	\$2,500	\$2,500	\$2,500	\$2,500	\$2,500	\$2,500	\$2,500	\$2,500	\$2,500

## Caterpillar Generator Discounts

All Discounts listed are for "Standby Ratings Only unless otherwise stated".

### Contract Discount

60 HZ, 13 - 30 kW (Reference the "PSNA-EPG-F\_PE400CNN" Caterpillar Price List)

D13-4 (3 phase)	50%
D20-6 (3 phase)	50%
D25-8 (3 phase)	50%
D30-10 (3 phase)	50%
D13-4S (1 phase)	50%
D20-6S (1 phase)	50%
D25-8S (1 phase)	50%
D30-10S (1 phase)	50%

60 HZ, 40 - 175 kW (Reference the "PSNA-EPG-F\_1100CNN" Caterpillar Price List)

D40-6 (3 phase)	50%
D50-6 (3 phase)	50%
D60-6 (3 phase)	50%
D80-6 (3 phase)	50%
D100-6 (3 phase)	50%
D125-6 (3 phase)	50%
D150-8 (3 phase)	50%
D175-2 (3 phase)	50%
D40-6S (1 phase)	50%
D50-6S (1 phase)	50%
D60-8S (1 phase)	50%
D80-2S (1 phase)	50%
D100-6S (1 phase)	50%

C9, 60 HZ, 250 - 300 kW (EPA Tier 3 & CARB Emissions Certified)

(Reference the "PSNA-EPG-F\_C9PKGG" Caterpillar Price List)

200 kW (480 or 240 Volt)*	38%
250 kW (480 or 240 Volt)*	32%
300 kW (480 or 240 Volt)*	32%

\*Other Voltages available, but may affect generator output

200 kW (600 Volt)	38%
250 kW (600 Volt)	32%
300 kW (600 Volt)	31%

C15, 60 HZ, 350 - 550 kW (EPA & CARB Emissions Certified (NonRoad); EPA Emissions Certified for Stationary Use)

(Reference the "PSNA-EPG-F\_C15PKGG" Caterpillar Price List)

Dealer chooses "For Use with Sound Attenuated Enclosures & Open Packages" or "For Use with Weather Protective Enclosures"

350 kW (480 or 240 Volt)*	34%
400 kW (480 or 240 Volt)*	32%
455 kW Prime Power 600 Volt* Tier 4i	17%
455 kW Prime Power 480 Volt* Tier 4i	17%
455 kW Prime Power 208 Volt* Tier 4i	17%
450 kW (480 or 240 Volt)*	32%
500 kW (480 or 240 Volt)*	32%
550 kW - ESP ** (480 or 240 Volt)*	31%

\*Other Voltages available, but may affect generator output

\*\*Emergency Standby Rating ONLY (ESP); maximum 200 hours/year

350 kW (600 Volt)	34%
400 kW (600 Volt)	32%
450 kW (600 Volt)	32%
500 kW (600 Volt)	32%
550 kW - ESP** (600 Volt)	31%

\*\*Emergency Standby Rating ONLY (ESP); maximum 200 hours/year

C18, 60 HZ, 550 - 600 kW (EPA Tier 2 & CARB Emissions Certified (Nonroad); EPA Tier 2 Emissions Certified for Stationary Use)

(Reference the "PSNA-EPG-F\_C18PKGG" Caterpillar Price List)

550 kW (480 or 240 Volt)*	25%
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600 kW (480 or 240 Volt)*	25%
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\*Other Voltages available, but may affect generator output

550 kW (600 Volt)	25%
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600 kW (600 Volt)	25%
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C27, 60 HZ, 650 - 800 kW (EPA Tier 2 & CARB Emissions Certified (Nonroad); EPA Tier 2 Emissions Certified for Stationary Use)

(Reference the "PSNA-EPG-F\_C27PKGG" Caterpillar Price List)

650 kW (480 or 240 Volt)*	34%
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700 kW (480 or 240 Volt)*	34%
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725 kW Std Prime Power 480 Volt* Tier 4i	17%
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725 kW HD Prime Power 480 Volt* Tier 4i	17%
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750 kW (480 or 240 Volt)*	34%
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800 kW (480 or 240 Volt)*	34%
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\*Other Voltages available, but may affect generator output

C32, 60 HZ, 900 - 1000 kW

(Reference the "PSNA-EPG-F\_C32PGAG" Caterpillar Price List)

1000 kW (480 or 240 Volt)*	38%
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C32, 60 HZ, 900 - 1000 kW (EPA Tier 2 & CARB Emissions Certified (Nonroad); EPA Tier 2 Emissions Certified for Stationary Use)

1000 kW (480 or 240 Volt)*	38%
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\*Other Voltages available, but may affect generator output

3512C, 60 HZ, 1500 kW (EPA Tier 2 & CARB Emissions Certified (Nonroad); EPA Tier 2 Emissions Certified for Stationary Use)

(Reference the "PSNA-EPG-F\_3512PGAG" Caterpillar Price List)

480 V, Standby Rating Only - 1500 kW	34%
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12470 V, Standby Rating Only - 1500 kW	34%
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3516C, 60 HZ, 2000 kW (EPA Tier 2 & CARB Emissions Certified (Nonroad); EPA Tier 2 Emissions Certified for Stationary Use)

(Reference the "PSNA-EPG-F\_3516PGAL" Caterpillar Price List)

480 V, Standby Rating Only - 2000 kW	34%
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12470 V, Standby Rating Only - 2000 kW	34%
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3516B, 60 HZ, 2250 kW (EPA Tier 1)

(Reference the "PSNA-EPG-F\_3516PGDL" Caterpillar Price List)

Low/Med Voltage - Standby Rating Only - 2250 kW	33%
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High Voltage - Standby Rating Only - 2250 kW	33%
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3516C HD, 60 HZ, 2500 kW (EPA Tier 2 & CARB Emissions Certified (Nonroad); EPA Tier 2 Emissions Certified for Stationary Use)

(Reference the "PSNA-EPG-F\_3516PGDL" Caterpillar Price List)

Low/Med Voltage - Standby Rating Only - 2500 kW	31%
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High Voltage - Standby Rating Only - 2500 kW	31%
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G3520, 60 HZ, 2055 and 1900 eKW

(Reference the "PSNA-EPG-F\_G3520CPGL" Caterpillar Price List)

Low/Med Voltage - 2055 eKW	17%
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Low/Med Voltage - 1900 eKW	17%
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High Voltage - 2055 eKW	17%
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High Voltage - 1900 eKW	17%
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C175, 60 HZ, 3000 kW (EPA Tier 2 for Mobile and Stationary Use)

(Reference the "PSNA-EPG-F\_C175-16EL" Caterpillar Price List)

3000 kW (with Fan Rating)	27%
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3100 kW (without Fan Rating)	27%
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Natural Gas (Optional LP Vapor) Olympian Generator Sets, 25 - 300 kW (EPA Tier 4 & CARB Emissions Certified)

(Reference the "PSNA-EPG-F\_GASOLYGN" Caterpillar Price List)

All Ratings from 25 - 300 kW	43%
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XQ20N, 60 HZ, 20 kW (EPA Tier 4 & CARB Emissions Certified (Nonroad))

(Reference the "PSNA-EPG-F\_XQ20N" Caterpillar Price List)

20 kW* (3 or 1 phase)	45%
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\*There are several voltage options available

XQ30N, 60 HZ, 30 kW (EPA Tier 4 & CARB Emissions Certified (Nonroad))

*(Reference the "PSNA-EPG-F\_XQ30N" Caterpillar Price List)*

30 kW\* (3 or 1 phase) 45%

\*There are several voltage options available

XQ45N, 60 HZ, 45 kW (EPA Tier 3 & CARB Emissions Certified (Nonroad))

*(Reference the "PSNA-EPG-F\_XQ45N" Caterpillar Price List)*

45 kW\* (3 or 1 phase) 45%

\*There are several voltage options available

XQ60N, 60 HZ, 60 kW (EPA Tier 3 & CARB Emissions Certified (Nonroad))

*(Reference the "PSNA-EPG-F\_XQ60N" Caterpillar Price List)*

60 kW\* (3 or 1 phase) 45%

\*There are several voltage options available

XQ80N, 60 HZ, 80 kW (EPA Tier 3 & CARB Emissions Certified (Nonroad))

*(Reference the "PSNA-EPG-F\_XQ80N" Caterpillar Price List)*

80 kW\* (3 phase) 45%

\*There are several voltage options available

XQ100N, 60 HZ, 100 kW (EPA Tier 3 & CARB Emissions Certified (Nonroad))

*(Reference the "PSNA-EPG-F\_XQ100N" Caterpillar Price List)*

100 kW\* (3 phase) 45%

\*There are several voltage options available

#### **UPS (Uninterruptible Power Supply)**

**60 HZ, 40 - 130 kVA (Reference the "UPSB130G" Caterpillar Price List)**

UPSB040 (40kVA) 20%

UPSB050 (50 kVA) 20%

UPSB060 (60 kVA) 20%

UPSB080 (80 kVA) 20%

UPSB100 (100 kVA) 20%

UPSB130 (130 kva) 20%

#### **Voltage Indicators / Optional Transformers - 480V / 480V Standard**

480V / 208V (40 / 50 kVA) 20%

480V / 208V (60 / 80 kVA) 20%

480V / 208V (100 / 130 kVA) 20%

208V / 208V (40 / 50 kVA) 20%

208V / 208V (60 / 80 kVA) 20%

208V / 208V (100 / 130 kVA) 20%

600V / 208V (40 / 50 kVA) 20%

600V / 208V (60 / 80 kVA) 20%

600V / 208V (100 / 130 kVA) 20%

600V / 600V (40 / 50 kVA) 20%

600V / 600V (60 / 80 kVA) 20%

600V / 600V (100 / 130 kVA) 20%

#### **Input Options - Single Input Standard**

Dual Input 20%

#### **BATTERY CABINET OPTIONS - One (1) Battery Cabinet, Adjacent or Remote**

##### **Battery Cabinet Adjacent**

150 Adjacent Battery Cabinet 20%

300 Adjacent Battery Cabinet 20%

400 Adjacent Battery Cabinet 20%

490 Adjacent Battery Cabinet 20%

##### **Battery Cabinet Remote**

150 Remote Battery Cabinet 20%

300 Remote Battery Cabinet 20%

400 Remote Battery Cabinet 20%

490 Remote Battery Cabinet 20%

##### **Battery Disconnect**

175A Battery Disconnect 20%

250A Battery Disconnect 20%

400A Battery Disconnect 20%

## AUXILIARY CABINET OPTIONS

### Cable Connection Cabinet

Top Entry Cabinet	20%
Bottom Entry Cabinet	20%

### Adjacent Maintenance Bypass Cabinet

Dealer chooses one (1) Maint Bypass, or wall Maint Bypass

Maintenance Bypass - 480V/480V (40/50 kVA)	20%
Maintenance Bypass - 480V/480V (60/80 kVA)	20%
Maintenance Bypass - 480V/480V (100/130 kVA)	20%
Maintenance Bypass - 480V/208V (40/50 kVA)	20%
Maintenance Bypass - 480V/208V (60/80 kVA)	20%
Maintenance Bypass - 480V/208V (100/130 kVA)	20%
Maintenance Bypass - 208V/208V (40/50 kVA)	20%
Maintenance Bypass - 208V/208V (60/80 kVA)	20%
Maintenance Bypass - 208V/208V (100/130 kVA)	20%
Maintenance Bypass - 600V/208V (40/50 kVA)	20%
Maintenance Bypass - 600V/208V (60/80 kVA)	20%
Maintenance Bypass - 600V/208V (100/130 kVA)	20%
Maintenance Bypass - 600V/600V (40/50 kVA)	20%
Maintenance Bypass - 600V/600V (60/80 kVA)	20%
Maintenance Bypass - 600V/600V (100/130 kVA)	20%

### Wall Mount Maintenance Bypass Cabinet

Maintenance Bypass - 480V/480V (40/50kVA)	20%
Maintenance Bypass - 480V/480V (60/80kVA)	20%
Maintenance Bypass - 480V/480V (100/130kVA)	20%
Maintenance Bypass - 480V/208V (40/50 kVA)	20%
Maintenance Bypass - 480V/208V (60/80 kVA)	20%
Maintenance Bypass - 480V/208V (100/130 kVA)	20%
Maintenance Bypass - 208V/208V	20%

### Distribution Cabinet

480V Adjacent Distribution Cabinet	20%
208V Adjacent Distribution Cabinet	20%

### Distribution Cabinet Breakers

Four 225A CB Panel A	20%
Four 225A CB Panel B	20%
42 Pole Panelboard A	20%
42 Pole Panelboard B	20%

## PARALLELING OPTIONS

### Paralleling

Paralleling	20%
-------------	-----

### Paralleling System Bypass Cabinet

28" 160kVA Paralleling System Bypass Cabinet	20%
28" 320kVA Paralleling System Bypass Cabinet	20%
42" 160kVA Paralleling System Bypass Cabinet	20%
42" 320kVA Paralleling System Bypass Cabinet	20%
42" 520kVA Paralleling System Bypass Cabinet	20%

### Paralleling System Bypass Cabinet Breakers

4 UPS Paralleling (40/50/60/80 kVA)	20%
3 UPS Paralleling (100/130 kVA)	20%
3 UPS Paralleling (40/50/60/80 kVA)	20%
3 UPS Paralleling (100/130 kVA)	20%
4 UPS Paralleling (40/50/60/80 kVA)	20%
4 UPS Paralleling (100/130 kVA)	20%

## COMMUNICATIONS

### External Sync

External Sync Box	20%
External Sync Card	20%

### Additional Communications Protocol

Alarm Relay Card	20%
Environment Sensor for Network Management C	20%
Remote Summary Alarm Panel	20%

**MOUNTING****Seismic Kit**

UPS Cabinet & 26/32W Battery Cabinet	20%
UPS Cabinet & 48W Battery Cabinet	20%
Adjacent Auxiliary Cabinet	20%

**Flywheel Options****(Reference the "UPS300AG" Caterpillar Price List)**

UP0150A - UPS 150 480V 60HZ	20%
UP0300A - UPS 300 480V 60HZ	20%
UP300EA - UPS 300 480V 60HZ	20%
UP0600A - UPS 600 480V 60HZ	20%
UP0900A - UPS 900 480V 60HZ	20%
UP1200Z - UPS 1200 480V 60HZ	20%
UPEXP02 - UPS Module Power Stage Expansio	20%

**ATS (AUTOMATIC TRANSFER SWITCHES)**

ATC-40-2, NEMA1	20%
ATC-40-3, NEMA1	20%
ATC-40-4, NEMA1	20%
ATC-80-2, NEMA1	20%
ATC-80-3, NEMA1	20%
ATC-80-4, NEMA1	20%
ATC-100-2, NEMA1	20%
ATC-100-3, NEMA1	20%
ATC-100-4, NEMA1	20%
ATC-150-2, NEMA1	20%
ATC-150-3, NEMA1	20%
ATC-150-4, NEMA1	20%
ATC-200-2, NEMA1	20%
ATC-200-3, NEMA1	20%
ATC-200-4, NEMA1	20%
ATC-225-2, NEMA1	20%
ATC-225-3, NEMA1	20%
ATC-225-4, NEMA1	20%
ATC-260-2, NEMA1	20%
ATC-260-3, NEMA1	20%
ATC-260-4, NEMA1	20%
ATC-400-2, NEMA1	20%
ATC-400-3, NEMA1	20%
ATC-400-4, NEMA1	20%
CTG-600-2, NEMA1	20%
CTG-600-3, NEMA1	20%
CTG-600-4, NEMA1	20%
CTG-800-2, NEMA1	20%
CTG-800-3, NEMA1	20%
CTG-800-4, NEMA1	20%
CTG-1000-2, NEMA1	20%
CTG-1000-3, NEMA1	20%
CTG-1000-4, NEMA1	20%
CTG-1200-2, NEMA1	20%
CTG-1200-3, NEMA1	20%
CTG-1200-4, NEMA1	20%
CTG-1600-3, NEMA1	20%
CTG-1600-4, NEMA1	20%
CTG-2000-3, NEMA1	20%
CTG-2000-4, NEMA1	20%
CTG-2600-3, NEMA1	20%
CTG-2600-4, NEMA1	20%
CTG-3000-3, NEMA1	20%
CTG-3000-4, NEMA1	20%
ATC-40-2, NEMA3	20%
ATC-40-3, NEMA3	20%

ATC-40-4, NEMA3	20%
ATC-80-2, NEMA3	20%
ATC-80-3, NEMA3	20%
ATC-80-4, NEMA3	20%
ATC-100-2, NEMA3	20%
ATC-100-3, NEMA3	20%
ATC-100-4, NEMA3	20%
ATC-150-2, NEMA3	20%
ATC-150-3, NEMA3	20%
ATC-150-4, NEMA3	20%
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ATC-200-3, NEMA3	20%
ATC-200-4, NEMA3	20%
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ATC-225-3, NEMA3	20%
ATC-225-4, NEMA3	20%
ATC-260-2, NEMA3	20%
ATC-260-3, NEMA3	20%
ATC-260-4, NEMA3	20%
ATC-400-2, NEMA3	20%
ATC-400-3, NEMA3	20%
ATC-400-4, NEMA3	20%
CTG-600-2, NEMA3	20%
CTG-600-3, NEMA3	20%
CTG-600-4, NEMA3	20%
CTG-800-2, NEMA3	20%
CTG-800-3, NEMA3	20%
CTG-800-4, NEMA3	20%
CTG-1000-2, NEMA3	20%
CTG-1000-3, NEMA3	20%
CTG-1000-4, NEMA3	20%
CTG-1200-2, NEMA3	20%
CTG-1200-3, NEMA3	20%
CTG-1200-4, NEMA3	20%
CTG-1600-3, NEMA3	20%
CTG-1600-4, NEMA3	20%
CTG-2000-3, NEMA3	20%
CTG-2000-4, NEMA3	20%
CTG-2600-3, NEMA3	20%
CTG-2600-4, NEMA3	20%
CTG-3000-3, NEMA3	20%
CTG-3000-4, NEMA3	20%

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<b>Delayed Transition</b>	20%
ATCD-40-2, NEMA1	20%
ATCD-40-3, NEMA1	20%
ATCD-40-4, NEMA1	20%
ATCD-80-2, NEMA1	20%
ATCD-80-3, NEMA1	20%
ATCD-80-4, NEMA1	20%
ATCD-100-2, NEMA1	20%
ATCD-100-3, NEMA1	20%
ATCD-100-4, NEMA1	20%
ATCD-150-2, NEMA1	20%
ATCD-150-3, NEMA1	20%
ATCD-150-4, NEMA1	20%
ATCD-225-2, NEMA1	20%
ATCD-225-3, NEMA1	20%
ATCD-225-4, NEMA1	20%
ATCD-260-2, NEMA1	20%
ATCD-260-3, NEMA1	20%
ATCD-260-4, NEMA1	20%
ATCD-400-2, NEMA1	20%
ATCD-400-3, NEMA1	20%
ATCD-400-4, NEMA1	20%

ATCD-600-2, NEMA1	20%
ATCD-600-3, NEMA1	20%
ATCD-600-4, NEMA1	20%
ATCD-800-2, NEMA1	20%
ATCD-800-3, NEMA1	20%
ATCD-800-4, NEMA1	20%
ATCD-1000-2, NEMA1	20%
ATCD-1000-3, NEMA1	20%
ATCD-1000-4, NEMA1	20%
ATCD-1200-2, NEMA1	20%
ATCD-1200-3, NEMA1	20%
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CTGD-1600-4, NEMA1	20%
CTGD-2000-3, NEMA1	20%
CTGD-2000-4, NEMA1	20%
CTGD-2600-3, NEMA1	20%
CTGD-2600-4, NEMA1	20%
CTGD-3000-3, NEMA1	20%
CTGD-3000-4, NEMA1	20%
ATCD-40-2, NEMA3	20%
ATCD-40-3, NEMA3	20%
ATCD-40-4, NEMA3	20%
ATCD-80-2, NEMA3	20%
ATCD-80-3, NEMA3	20%
ATCD-80-4, NEMA3	20%
ATCD-100-2, NEMA3	20%
ATCD-100-3, NEMA3	20%
ATCD-100-4, NEMA3	20%
ATCD-150-2, NEMA3	20%
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ATCD-600-4, NEMA3	20%
ATCD-800-2, NEMA3	20%
ATCD-800-3, NEMA3	20%
ATCD-800-4, NEMA3	20%
ATCD-1000-2, NEMA3	20%
ATCD-1000-3, NEMA3	20%
ATCD-1000-4, NEMA3	20%
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CTGD-1600-4, NEMA3	20%
CTGD-2000-3, NEMA3	20%
CTGD-2000-4, NEMA3	20%
CTGD-2600-3, NEMA3	20%
CTGD-2600-4, NEMA3	20%
CTGD-3000-3, NEMA3	20%
CTGD-3000-4, NEMA3	20%
MCCB ATC	20%
ATV-40-2, NEMA1	20%

ATV-40-3, NEMA1	20%
ATV-40-4, NEMA1	20%
ATV-70-2, NEMA1	20%
ATV-70-3, NEMA1	20%
ATV-70-4, NEMA1	20%
ATV-100-2, NEMA1	20%
ATV-100-3, NEMA1	20%
ATV-100-4, NEMA1	20%
ATV-150-2, NEMA1	20%
ATV-150-3, NEMA1	20%
ATV-150-4, NEMA1	20%
ATV-200-2, NEMA1	20%
ATV-200-3, NEMA1	20%
ATV-200-4, NEMA1	20%
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ATV-225-3, NEMA1	20%
ATV-225-4, NEMA1	20%
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ATV-225-4, NEMA3	20%
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ATV-300-4, NEMA3	20%
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ATV-600-3, NEMA3	20%
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ATV-800-2, NEMA3	20%
ATV-800-3, NEMA3	20%
ATV-800-4, NEMA3	20%
ATV-1000-2, NEMA3	20%
ATV-1000-3, NEMA3	20%

ATV-1000-4, NEMA3	20%
	20%
<b>Bypass Isolation</b>	20%
BIC-100-2, NEMA1	20%
BIC-100-3, NEMA1	20%
BIC-100-4, NEMA1	20%
BIC-150-2, NEMA1	20%
BIC-150-3, NEMA1	20%
BIC-150-4, NEMA1	20%
BIC-225-2, NEMA1	20%
BIC-225-3, NEMA1	20%
BIC-225-4, NEMA1	20%
BIC-260-2, NEMA1	20%
BIC-260-3, NEMA1	20%
BIC-260-4, NEMA1	20%
BIC-400-2, NEMA1	20%
BIC-400-3, NEMA1	20%
BIC-400-4, NEMA1	20%
BIC-600-3, NEMA1	20%
BIC-600-4, NEMA1	20%
BIC-800-3, NEMA1	20%
BIC-800-4, NEMA1	20%
BIC-1000-3, NEMA1	20%
BIC-1000-4, NEMA1	20%
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BIC-1200-4, NEMA1	20%
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CBTS-1600-4, NEMA1	20%
CBTS-2000-3, NEMA1	20%
CBTS-2000-4, NEMA1	20%
CBTS-3000-3, NEMA1	20%
CBTS-3000-4, NEMA1	20%
CBTS-4000-3, NEMA1	20%
CBTS-4000-4, NEMA1	20%
	20%
<b>Bypass Isolation Delayed Transition</b>	20%
BICD-100-2, NEMA1	20%
BICD-100-3, NEMA1	20%
BICD-100-4, NEMA1	20%
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BICD-150-3, NEMA1	20%
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BICD-225-3, NEMA1	20%
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BICD-600-2, NEMA1	20%
BICD-600-3, NEMA1	20%
BICD-600-4, NEMA1	20%
BICD-800-3, NEMA1	20%
BICD-800-4, NEMA1	20%
BICD-1000-3, NEMA1	20%
BICD-1000-4, NEMA1	20%
BICD-1200-3, NEMA1	20%
BICD-1200-4, NEMA1	20%
CBTSD-1600-3, NEMA1	20%
CBTSD-1600-4, NEMA1	20%
CBTSD-2000-3, NEMA1	20%
CBTSD-2000-4, NEMA1	20%
CBTSD-3000-3, NEMA1	20%

CBTSD-3000-4, NEMA1	20%
CBTSD-4000-3, NEMA1	20%
CBTSD-4000-4, NEMA1	20%
	20%
<b>Open Transition - Residential</b>	20%
CTX-40-2, NEMA1	20%
CTX-40-3, NEMA1	20%
CTX-40-4, NEMA1	20%
CTX-80-2, NEMA1	20%
CTX-80-3, NEMA1	20%
CTX-80-4, NEMA1	20%
CTX-100-2, NEMA1	20%
CTX-100-3, NEMA1	20%
CTX-100-4, NEMA1	20%
CTX-150-2, NEMA1	20%
CTX-150-3, NEMA1	20%
CTX-150-4, NEMA1	20%
CTX-200-2, NEMA1	20%
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CTX-225-2, NEMA1	20%
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CTX-225-4, NEMA1	20%
CTX-300-2, NEMA1	20%
CTX-300-3, NEMA1	20%
CTX-300-4, NEMA1	20%
CTX-400-2, NEMA1	20%
CTX-400-3, NEMA1	20%
CTX-400-4, NEMA1	20%
	20%
CTX-40-2, NEMA3	20%
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CTX-150-4, NEMA3	20%
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CTX-200-4, NEMA3	20%
CTX-225-2, NEMA3	20%
CTX-225-3, NEMA3	20%
CTX-225-4, NEMA3	20%
CTX-300-2, NEMA3	20%
CTX-300-3, NEMA3	20%
CTX-300-4, NEMA3	20%
CTX-400-2, NEMA3	20%
CTX-400-3, NEMA3	20%
CTX-400-4, NEMA3	20%

**CITY OF TUCSON  
CONTRACT 120377**

**ATTACHMENT B:  
WARRANTIES**

THE RIGHT MACHINERY  
THE RIGHT PLAN



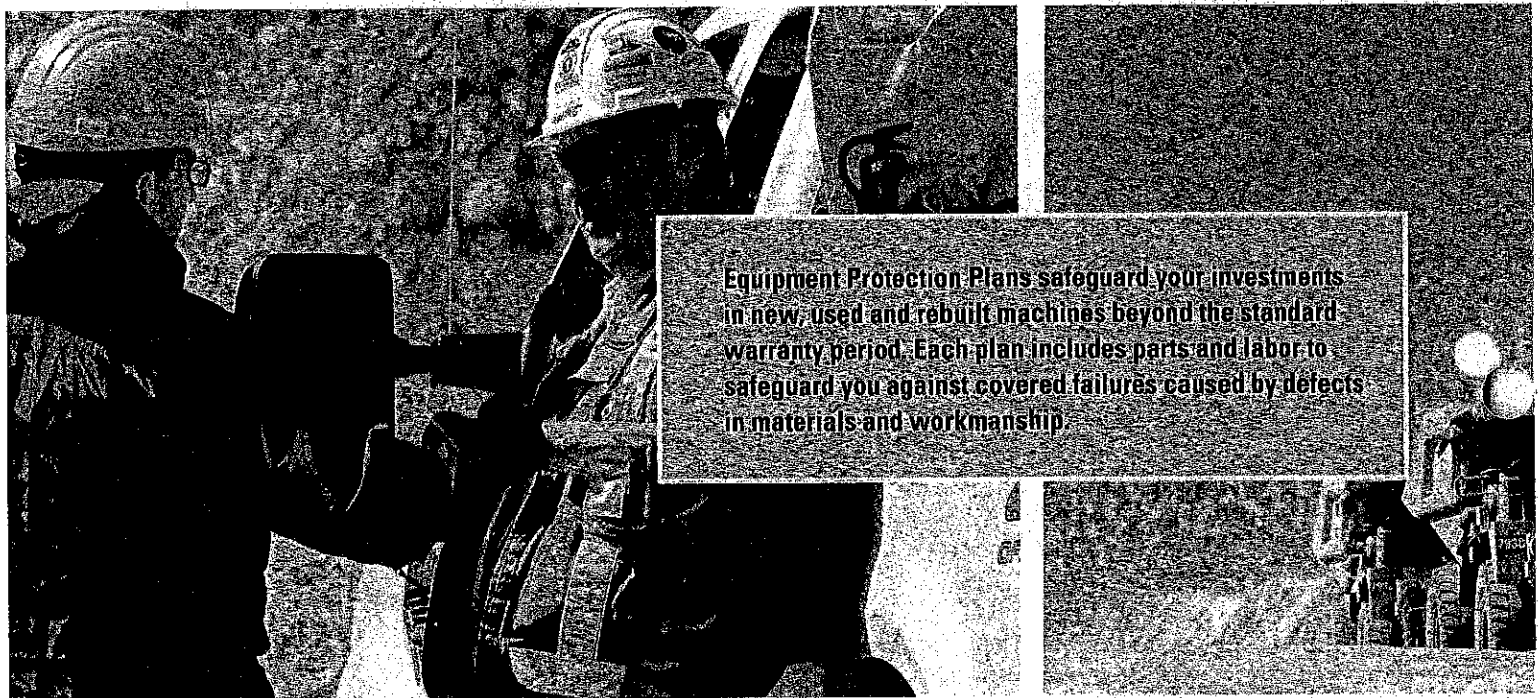
**Cat<sup>®</sup> Equipment Protection Plans**

**CAT<sup>®</sup>**

# CONTROL YOUR COSTS MINIMIZE YOUR RISKS

You expect high performance from your people and your machines. If you're like a lot of equipment owners, you've also become something of an expert in risk management. You know that unexpected repairs can mean downtime—and put a crimp in your cash flow.

Your original Caterpillar warranty provides months of worry-free operation. But your machines are designed for years of productivity. Fortunately, the cost of unexpected repairs can be controlled—with a Cat® Equipment Protection Plan.



Three levels of protection are available: Powertrain, Powertrain+ Hydraulics and the most comprehensive coverage option, Premier.\* You can further tailor these plans to your specific needs by selecting from a wide variety of years/hours combinations. You'll find an extensive list of many included components in the back of this document.

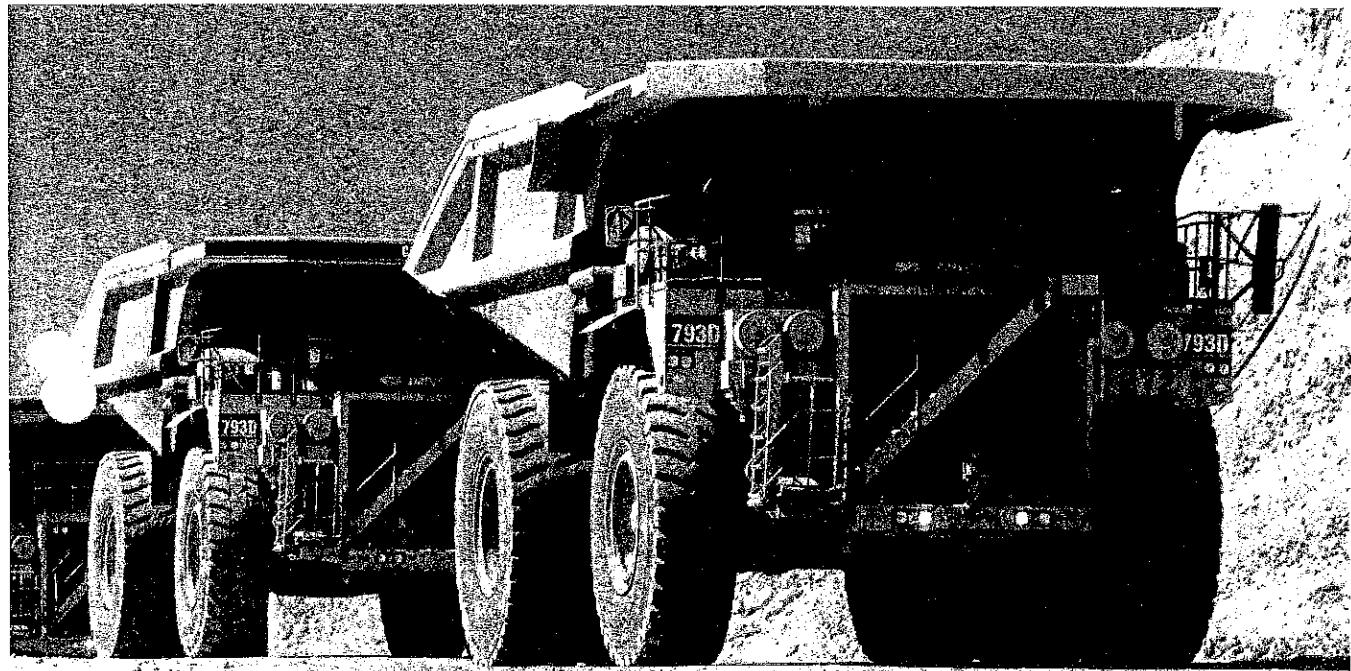
#### Equipment Protection Plan benefits

- Provides the highest level of repair cost control available
- Tailored coverage to meet your needs
- Safeguards your investment beyond the standard warranty period
- Backed by the global resources of Caterpillar

\*Product availability varies by region.

**Equipment Protection Plans are available for many Cat products, including:**  
 New equipment • Used equipment • Certified Rebuild products • Certified  
 Powertrain Rebuild products • Hydraulic hammers • Telehandlers

**Also available for machine control and guidance technology, including:**  
 AccuGrade™ Grade Control System • CAES • AQUILA™ Drill and Dragline  
 Systems • MineStar™ System components

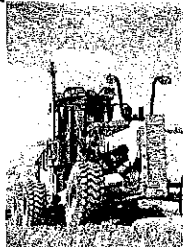
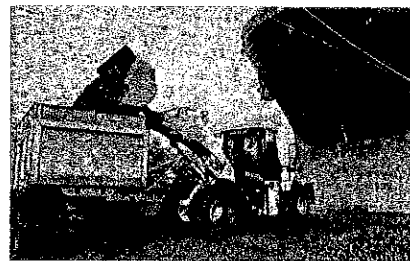


#### **What your Cat dealer does**

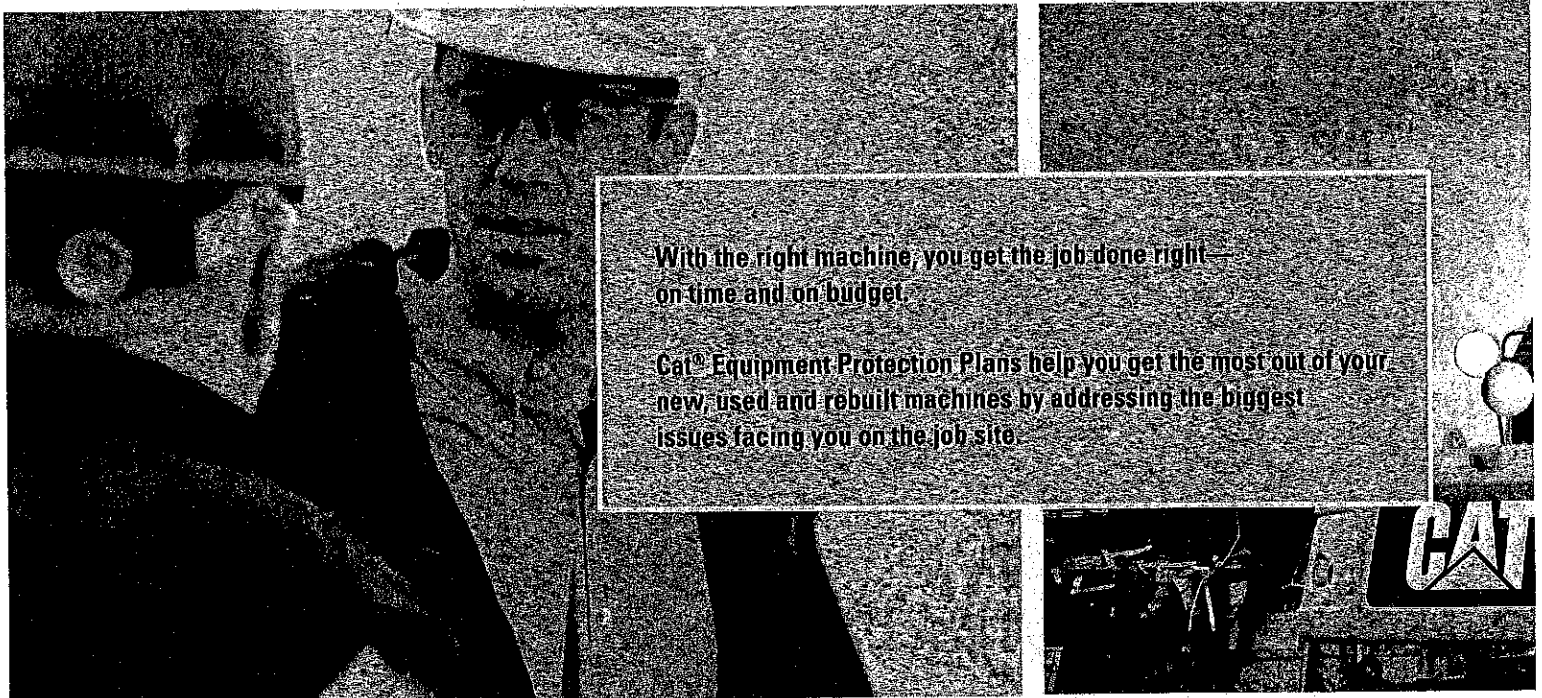
- Performs necessary inspections to confirm eligibility
- Installs parts approved by Caterpillar on covered repairs
- Validates your enrollment in the program

#### **What you do**

- Operate equipment according to the Cat Operation & Maintenance Manual (OMM)
- Have recommended preventive maintenance performed at intervals specified in the OMM
- Upon request, provide proof of preventive maintenance compliance (receipts, copies of work orders, invoices)
- Promptly provide the machine for repair in the event of a covered failure



# YOU KNOW WHAT IT MEANS TO HAVE THE RIGHT MACHINE FOR THE JOB

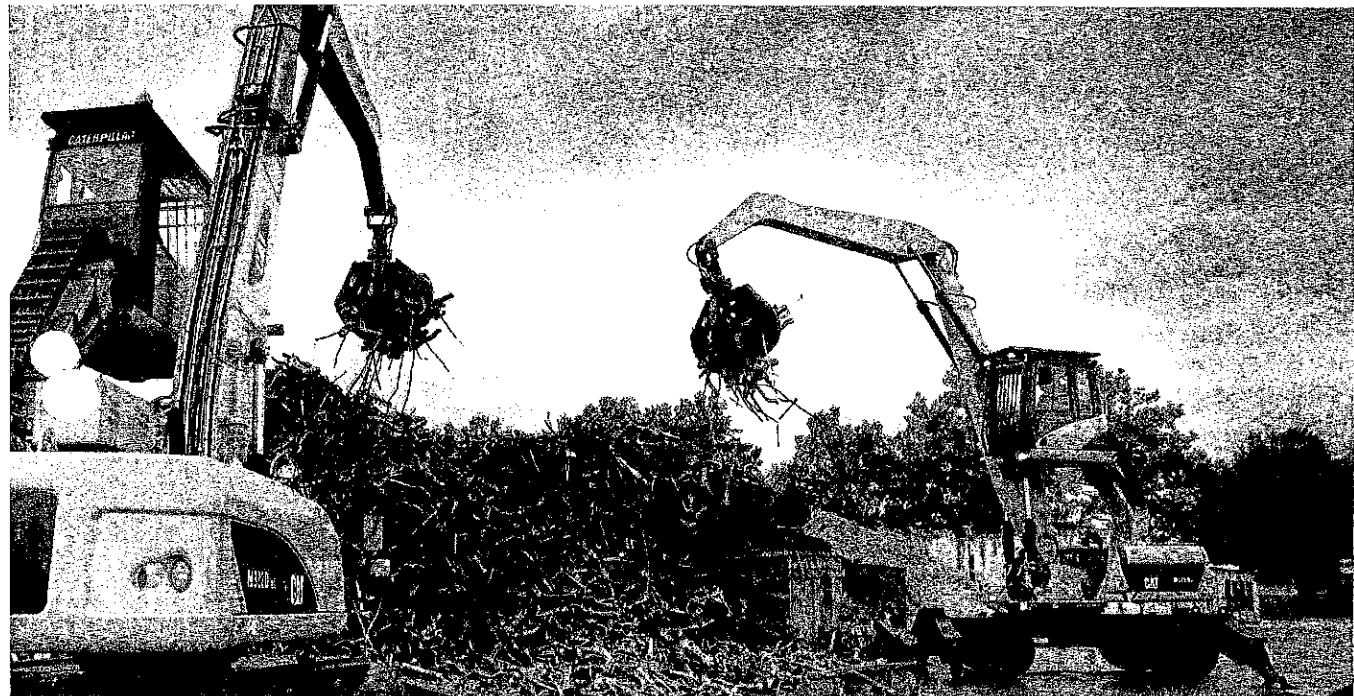
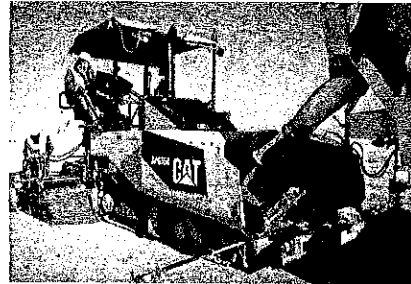
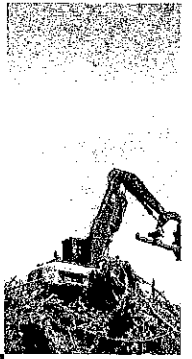


## **Control your costs**

An unexpected equipment failure can play havoc on your schedule. With an Equipment Protection Plan, trained dealer technicians bring your machine back to the correct operating specifications using genuine Cat parts. And when it comes time to sell, you have documented repair records and possibly a transferable plan—increasing the chances of getting top dollar for your equipment.

## **Maximize your productivity**

Cat technicians are preventive maintenance experts, and they can help with unforeseen repairs as well. A Cat Equipment Protection Plan helps you understand and lock in costs up front, which lets you focus on managing your business, not your repairs.



### **Get the expertise you need**

An experienced crew of mechanics is central to keeping your business running efficiently. But when you're running lean, you may not have all the people you need on staff. Fortunately, your Cat® dealer has invested heavily in training and proper tooling. An Equipment Protection Plan is one more way to ensure you are getting the most from your machine.

### **Focus on safety**

Our technicians have the experience, training and tooling to complete repairs effectively and safely. When your machine returns to the job, you can be confident that correct operation specifications have been restored.

### **Keep pace with regulations**

In a highly regulated environment, it's important to have a business partner who understands how to support your business. Cat Equipment Protection Plans ensure you retain affordable access to Cat dealer expertise.

# COVERED COMPONENTS

## PREMIER POWERTRAIN+HYDRAULICS POWERTRAIN

### ■ PREMIER

Our most comprehensive coverage option, Premier coverage includes Powertrain+Hydraulics components, as well as additional electrical and structural components.

### Engine & Accessories

Engine - Internal Components	
Oil Cooler	
Radiator	
Exhaust / Muffler	
Manifolds	
Fan Motor	
Water Pump	
Fuel Injection Pumps	
Injectors	
Lift / Transfer Pump	
Senders / Solenoids / Sensors	
Thermostat	
Flywheel & Torque Converter	
Engine Oil Filter Mount	
Turbocharger	
Starter	
Alternator	
AC Compressor / Condenser	
Electronic Control Modules	
Governor / Speed Controls & Linkages	
Fuel Lines	
Fuel Tank & Assoc. Parts	
Water Piping	
Oil Hoses / Lines (non-hydrostatic)	
Cylinder Block	
Piston	
Piston Rings	
Piston & Connecting Rod	
Crankshaft, Main Bearings & Rod	
Bearings	
Camshaft & Camshaft Bearings	
Timing / Accessory Gears	
Timing Chain / Belt	
Cylinder Head	
Inlet / Exhaust Valve	
Valve Cover & Base	
Valve Spring & Guide	
Rocker Arm	

### Engine & Accessories (Continues)

Rocker Shaft Assembly	
Push Rod	
Balancer	
Fuel Pump / Governor Drive	
Oil Pump	
Oil Pan Group	
Fan & Fan Drive	

### Transmission

Transmissions	
Transmission Oil Lines	
Hydraulic Controls	
Transmission Oil Filter Base	
Transmission Gears	
Final Drives / Planetary	
Drive Shafts	
Transfer Case	
Wet Brake Assemblies	
Hydrostatic Pumps & Drive Motors	
Linkage / lines Connected to Hystat Pump	
Drive (pilot / eh) Control Valves	
Senders / Sensors	
Powertrain Transmission Lines / Hoses	
Transmission Oil Tank	
Drive Train Oil Lines	
Bevel and Transfer Case	

### Drive Line/Drive Axle

Axles	
Axle Seals	
Final Drive & Wheel	
Final Drive Case / Bore	
Final Drive Chain	
Final Drive Gears	
Axle Shaft	
Drive Axle Oil Pump	
Universal Joint	



## POWERTRAIN+HYDRAULICS

Coverage includes powertrain components, as well as specified hydraulic system parts and components. Hydraulic components are associated with steering and implement control.

### Steering

Steering Clutch	
Steering Clutch & Brake Control Valve	
Steering Gear & Valve	
Power Steering Logic Module	
Steering Linkage	
Steering Column	
Steering Console	
Tie Rod	

### Hydraulic Systems

Hydraulic / Steering Hoses & Lines	
Hydraulic Cylinders	
Hydraulic Valves & Controls	
Hydraulic Accumulators	
Hydraulic Oil Coolers	
Hoses and Lines	
Hydraulic Swivels	
Hydraulic Oil Filter Mount	
Hydraulic Oil Temperature Sensor	
Hydraulic Oil Filter Base	
Hydraulic Tanks	

### Suspension

Automatic Grade Control	
Axle Spring	
Bogie Suspension	
Cross Slope Control	
Equalizer Bar	
Equalizer Bar Center Pin Support	
Equalizer Bar Support	
Stabilizer	
Suspension Control	
Suspension Control Valve	
Suspension Cylinder	

## POWERTRAIN

Powertrain components produce, transmit or control engine horsepower for moving the machine. Coverage includes several major powertrain component categories.

### Braking System

Brake Master Cylinder	
Vacuum Pump	
Wheel Cylinder	
Brake Caliper, Head Assembly	
Control Valves	
Brake Lines	
Accumulator	

### Electrical & Interior

Gauges/Indicators/Instruments	
Wiring harnesses	
Switches	
Relays / Circuit breakers	
Generator	
Alternator/Generator Battery Charger	
Main Power Relay	
Start Switch	
Fuse / Circuit Breaker Panel	
Circuit Board	

### Frames & Linkages

Chassis/Implement Frames	
Weldment	
Carbody	
Main Frame	

### Undercarriage

Track Roller Frame	
Track Adjuster	
Recoil Spring	

## CAT® EQUIPMENT PROTECTION PLAN: EXCLUSIONS

If a component is not listed, it may not be included in the plan.

Other exclusions include:

- > Improper or abusive use of the machine
- > Lubricating oil, antifreeze, filters, consumables and other maintenance items replaced during the covered component repair, unless such items are rendered unusable by a covered component failure
- > Failures caused by normal wear out
- > Freight charges for parts shipments
- > Travel time and mileage involved in getting to a job site
- > Hauling costs and/or retrieval costs
- > Overtime labor costs
- > Repair costs resulting from the failure of any non-covered components
- > Downtime loss
- > Equipment rental charges
- > Any incidental / consequential damages or costs incurred as a result of a covered component failure
- > Modifications unless approved by Caterpillar

Examples of covered and excluded components or items are listed here. The actual dealer contract will govern. For a complete list of included components and more information on Cat Equipment Protection Plans, contact your dealer.



# MAKE THE BEST DECISIONS FOR YOUR BUSINESS

## **Finance it right**

Get the Cat equipment you need using flexible, highly competitive financial solutions from Cat Financial. Ask your dealer for more information about this trusted specialist in equipment financing today.

## **Plan your maintenance**

Cat Customer Support Agreements guarantee timely, expert maintenance that detects problems early, reduces repairs and downtime and maximizes equipment life.

## **Get affordable parts, service, rentals and more**

A Cat AccessAccount<sup>SM</sup> can pay for Equipment Protection Plans as well as parts, service and rental charges. With Cat AccessAccount, you have the flexibility to pay over time and keep your cash when you need it. Ask your dealer today about your financing options.

## **Count on The Cat Rental Store<sup>TM</sup>**

Count on the Cat Rental Store for all your equipment rental needs. From concrete saws to heavy construction equipment, the Cat Rental Store offers daily, weekly and monthly rentals, competitive rates, on-site delivery and fast, knowledgeable service.

## **Certified Used. Certified confidence.**

To be good enough to qualify as Cat Certified Used equipment, every used machine has to pass Caterpillar's rigorous and detailed inspection program. Certified Used equipment comes with a minimum of a six-month Powertrain Equipment Protection Plan.

## **Learn more**

Contact your local Cat dealer today or visit [cat.com/epp](http://cat.com/epp).

The information contained herein is provided solely for general information purposes and is not intended to be a solicitation or an offer to sell any product or service, nor is the information a complete description of all the terms, conditions and exclusions applicable to the products and services described. For complete descriptions of the terms, conditions and exclusions of the Equipment Protection Plan, or other products and services, please contact your Cat dealer. The products and services referred to herein may not be available in all jurisdictions.

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**CAT**<sup>®</sup>

Effective with sales to the first user on or after July 1, 2011

# CATERPILLAR LIMITED WARRANTY

## New Vocational On-Highway Trucks

USA & Canada

Caterpillar Inc. or any of its subsidiaries ("Caterpillar") warrants new vocational on-highway trucks sold by it and operating within the geographic area serviced by authorized USA and Canada Cat Dealers to be free from defects in material and workmanship.

In other areas, different warranties apply. Copies of applicable warranties may be obtained by writing Caterpillar Inc., 100 N.E. Adams St., Peoria, IL USA 61629.

This warranty is subject to the following:

### Warranty Period

The standard warranty period for the basic vehicle is 12 months from new vehicle delivery date, regardless of distance traveled. Exceptions are listed in Limitations. Components given additional warranty coverage and the warranty period are listed in the table *Warranty Coverage Schedule Table*.

This warranty is automatically transferable to subsequent owners at no charge. Visit your local Dealer for name and address change information.

### Caterpillar Responsibilities

If a defect in material or workmanship is found during the warranty period, as applicable, Caterpillar will, during normal working hours and at a place of business of a Cat dealer or other source approved by Caterpillar:

- Provide (at Caterpillar's choice) new, remanufactured, or Caterpillar approved repaired parts or assembled components needed to correct the defect.

Note: New, remanufactured, or Caterpillar approved repaired parts or assembled components provided under the terms of this warranty are warranted for the remainder of the warranty period applicable to the product in which installed as if such parts were original components of that product. Items replaced under this warranty become the property of Caterpillar.

- Replace lubricating oil, filters, coolant, and other service items made unusable by the defect.
- If the defective part or assembled component was installed by Caterpillar, a Cat dealer, or other authorized source, provide reasonable or customary labor needed to correct the defect, including labor for removal and installation when necessary to make the repair.
- During the first 90 days from delivery to the first user, perform: 1) Correction of loose fasteners, squeaks, rattles and unusual noises. 2) Reasonable or customary towing to the nearest authorized repair facility, if the vehicle is inoperable or continued operation would result in additional damage. 3) Adjustments (e.g., headlights, brake/clutch adjustments, steering system adjustments, coolant levels).
- For CT11/CT13 engine failures: Provide reasonable or customary towing to the nearest authorized repair facility, if the vehicle is inoperable or continued operation would result in additional damage.

### User Responsibilities

The user is responsible for:

- Providing proof of the delivery date to the first user.

- Labor costs, except as stated under "Caterpillar Responsibilities."
- Travel expenses not covered under "Caterpillar Responsibilities."
- Premium or overtime labor costs.
- Parts shipping charges in excess of those that are usual and customary.
- Local taxes, if applicable.
- Costs to investigate complaints, unless the problem is caused by a defect in Caterpillar material or workmanship.
- Giving timely notice of a warrantable failure and promptly making the product available for repair.
- Allowing Caterpillar access to all electronically stored data.
- After the first 90 days from delivery to the first user, perform: 1) Correction of loose fasteners, squeaks, rattles and unusual noises. 2) Reasonable or customary towing to the nearest authorized repair facility, if the vehicle is inoperable or continued operation would result in additional damage, except warrantable CT11/CT13 engine failures. 3) Adjustments (e.g., headlights, brake/clutch adjustments, steering system adjustments, coolant levels).
- Performing all required maintenance (including tune-ups, tire balancing and use of proper fuel, oil, lubricants, and coolant) and replacing normal wear and tear items including brake/clutch lining, windshield wiper blades and other similar parts required to keep vehicle in good working condition.

### Limitations

Caterpillar is not responsible for:

- Failures resulting from any use or installation that Caterpillar judges improper.
- Failures resulting from attachments, accessory items, and parts not sold or approved by Caterpillar.
- Failures resulting from abuse, neglect, improper maintenance, improper operation, improper repair, or an accident.
- Failures resulting from unauthorized alterations or modifications or that occur on a vehicle where the odometer reading has been altered.
- Failures resulting from user's delay in making the product available after being notified of a potential product problem.
- Failures resulting from unauthorized repair or adjustment, and unauthorized fuel-setting changes.
- Failures of or resulting from the following components/items: 1) Those warranted separately by their respective manufacturers (e.g., tires & tubes, transmissions, radios, lubricants, etc.), including the Cat CX-31 transmission, which is covered under the terms of a separate Caterpillar warranty. 2) Bodies, equipment, and accessories installed after delivery to the first user by other than authorized Caterpillar employees and Cat Dealers. 3) Front and rear axle alignment.
- Fade, runs, mismatch or damage to paint, trim items, upholstery, chrome, polished surfaces, etc., resulting from environmental causes, improper polishes, cleaners or washing solutions, or chemical and industrial fallout

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Warranty Coverage Schedule Table		
Items Covered	Months	Miles/Km(000)
<b>Basic Vehicle Coverage</b>		
Basic Vehicle Warranty	12	Unlimited
Towing (Vehicles with CT11/13 engine failures only)	24	Unlimited
<b>Components</b>		
Frame Side Rails	60	Unlimited
Cab/Cowl Structure	60	Unlimited
Cab/Cowl Perforation Corrosion	60	Unlimited
Brightwork, Chassis Paint and Corrosion (other than cab)	6	Unlimited
Cab Paint and Paint Adhesion	12	100/160
<b>Engine</b>		
Fire Trucks, Ambulances, Emergency Rescue application only	60	100/160
Engine (CT11/CT13)	60	100/160
Non Rescue Applications		
Engine (CT11/CT13)	24	Unlimited
Engine (CT11/CT13) Injection Nozzles	24	150/240
Engine (CT11/CT13) Major Components	60	500/800
<b>Drivetrain</b>		
Rear Axle Weight Ratings greater than 52,000-lb	12	Unlimited
Front Axle Assembly	12	Unlimited
Rear Axle and Differential	12	Unlimited
Transmission		
Rear Axle Weight Ratings of 52,000-lb and Less	36	300/480
Front Axle Assembly	36	300/480
Rear Axle and Differential	36	300/480
Transmission		

#### Drivetrain Components-As Warranted By Suppliers

The drivetrain supplier may offer additional warranty coverage beyond 36 months/300,000 miles (480,000 Km) as part of their standard warranty.

For information regarding additional supplier coverages, please refer to specific policies from supplier warranty statements. You may acquire these materials from the supplier direct or your local Cat Dealer.

**Engine Major Components:** Cylinder block, main bearing bolts, cylinder head casting and capscrews, crankshaft, camshaft, cam follower assembly, connecting rods/caps/bolts, intake manifold castings, gear train gear(s).

NOTE: Any failures resulting from improper installation or connections by a third party with the truck components are not the responsibility of Caterpillar.

NEITHER THE FOREGOING EXPRESS WARRANTY NOR ANY OTHER WARRANTY BY CATERPILLAR, EXPRESS OR IMPLIED, IS APPLICABLE TO ANY ITEM CATERPILLAR SELLS THAT IS WARRANTED DIRECTLY TO THE USER BY ITS MANUFACTURER.

THIS WARRANTY IS EXPRESSLY IN LIEU OF ANY OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY FOR MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, EXCEPT CATERPILLAR EMISSION-RELATED COMPONENT WARRANTIES FOR NEW ENGINES, WHERE APPLICABLE. REMEDIES UNDER THIS WARRANTY ARE LIMITED TO THE PROVISION OF MATERIAL AND SERVICES, AS SPECIFIED HEREIN. CATERPILLAR IS NOT RESPONSIBLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES.

CATERPILLAR EXCLUDES ALL LIABILITY FOR OR ARISING FROM ANY NEGLIGENCE ON ITS PART OR ON THE PART OF ANY OF ITS EMPLOYEES, AGENTS, OR REPRESENTATIVES IN RESPECT OF THE MANUFACTURE OR SUPPLY OF GOODS OR THE PROVISION OF SERVICES RELATING TO THE GOODS.

IF OTHERWISE APPLICABLE, THE VIENNA CONVENTION ON CONTRACTS FOR INTERNATIONAL SALE OF GOODS IS EXCLUDED IN ITS ENTIRETY.

This warranty covers every major component of the products. Claims under this warranty should be submitted to a place of business of a Cat dealer or other source approved by Caterpillar. For further information concerning either the location to submit claims or Caterpillar as the issuer of this warranty, write Caterpillar Inc., 100 N. E. Adams St., Peoria, IL USA 61629.

Effective with sales to the first user on or after June 1, 2010

# CATERPILLAR LIMITED WARRANTY

## Rubber Track Used on Multi Terrain Loaders, Compact Track Loaders, and Mini Hydraulic Excavators Worldwide

Caterpillar Inc. or any of its subsidiaries ("Caterpillar") warrants new rubber tracks sold by it for use on Compact Construction Equipment Multi Terrain Loaders, Compact Track Loaders and Mini Hydraulic Excavators to be free from defects in material and workmanship. The warranty is subject to the following:

### Warranty Period

The standard warranty period for new rubber track used on Multi Terrain Loaders, and Mini Hydraulic Excavators is 12 months, or 1500 operating hours, whichever occurs first, starting from the date of delivery to the first user.

The standard warranty period for new rubber track used on Compact Track Loaders is 12 months or 1000 operating hours, whichever occurs first, starting from the date of delivery to the first user.

### Caterpillar Responsibilities

If a disabling defect in material or workmanship is found during the warranty period, Caterpillar will, during normal working hours and at a place of business of a Caterpillar dealer or other source approved by Caterpillar:

- At Caterpillar's choice, repair or provide an allowance toward the purchase of a new rubber track. Such allowance will be based on accrued hours. Allowance will be calculated as follows:

User Allowance for Multi Terrain Loaders and Mini Hydraulic Excavators:

$$\frac{\text{Track hours}}{1500 \text{ hours}} \times 100 = \text{User Cost (\%)}$$

User Allowance for Compact Track Loaders:

$$\frac{\text{Track hours}}{1000 \text{ hours}} \times 100 = \text{User Cost (\%)}$$

- Provide reasonable and customary labor required to correct the defect, including track removal and installation, if required.

### User Responsibilities

The user is responsible for:

- Providing proof of the delivery date to the first user.
- All cost associated with transporting the product to and from the place of business of a Caterpillar dealer or other source approved by Caterpillar.

- Labor costs, except as stated under "Caterpillar Responsibilities."

- Local taxes, if applicable.

- Any remaining costs of a new rubber track after the calculation of the "User Allowance" as stated under "Caterpillar Responsibilities."

- Parts shipping charges in excess of those that are usual and customary.

- Costs to investigate complaints, unless the problem is caused by a defect in material or workmanship

- Giving timely notice of a warrantable failure and promptly making the product available for repair.

### Limitations

Caterpillar is not responsible for:

- Failures resulting from any use or installation that Caterpillar judges improper.
- Failures resulting from abuse, neglect, or improper repair.
- Failures resulting from user's delay in making the product available after being notified of a potential product problem.
- Failures resulting from unauthorized repair or adjustments and unauthorized fuel setting changes.
- Failures resulting from attachments, accessory items, and parts not sold or approved by Caterpillar.

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For products operating outside of Australia, Fiji, Nauru, New Caledonia, New Zealand, Papua New Guinea, the Solomon Islands, and Tahiti, the following is applicable:

NEITHER THE FOREGOING EXPRESS WARRANTY NOR ANY OTHER WARRANTY BY CATERPILLAR, EXPRESS OR IMPLIED, IS APPLICABLE TO ANY ITEM CATERPILLAR SELLS, WHICH IS WARRANTED DIRECTLY TO THE USER BY ITS MANUFACTURER.

THIS WARRANTY IS EXPRESSLY IN LIEU OF ANY OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. REMEDIES UNDER THIS WARRANTY ARE LIMITED TO THE PROVISION OF MATERIAL AND SERVICES, AS SPECIFIED HEREIN.

CATERPILLAR IS NOT RESPONSIBLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES.

CATERPILLAR EXCLUDES ALL LIABILITY FOR OR ARISING FROM ANY NEGLIGENCE ON ITS PART OR ON THE PART OF ANY OF ITS EMPLOYEES, AGENTS, OR REPRESENTATIVES IN RESPECT OF THE MANUFACTURE OR SUPPLY OF GOODS OR THE PROVISION OF SERVICES RELATING TO THE GOODS.

IF OTHERWISE APPLICABLE, THE VIENNA CONVENTION ON CONTRACTS FOR THE INTERNATIONAL SALE OF GOODS IS EXCLUDED IN ITS ENTIRETY.

For products operating in Australia, Fiji, Nauru, New Caledonia, New Zealand, Papua New Guinea, the Solomon Islands, and Tahiti, the following is applicable:

THIS WARRANTY IS IN ADDITION TO WARRANTIES AND CONDITIONS IMPLIED BY STATUTE AND OTHER STATUTORY RIGHTS AND OBLIGATIONS THAT BY ANY APPLICABLE LAW CANNOT BE EXCLUDED, RESTRICTED OR MODIFIED ("MANDATORY RIGHTS"). ALL OTHER WARRANTIES OR CONDITIONS, EXPRESS OR IMPLIED (BY STATUTE OR OTHERWISE), ARE EXCLUDED.

NEITHER THIS WARRANTY NOR ANY OTHER CONDITION OR WARRANTY BY CATERPILLAR, EXPRESS OR IMPLIED (SUBJECT ONLY TO THE MANDATORY RIGHTS), IS APPLICABLE TO ANY ITEM CATERPILLAR SELLS THAT IS WARRANTED DIRECTLY TO THE USER BY ITS MANUFACTURER.

TO THE EXTENT PERMITTED UNDER THE MANDATORY RIGHTS, IF CATERPILLAR IS THE SUPPLIER TO THE USER, CATERPILLAR'S LIABILITY SHALL BE LIMITED AT ITS OPTION TO (a) IN THE CASE OF SERVICES, THE SUPPLY OF THE SERVICES AGAIN OR THE PAYMENT OF THE COST OF HAVING THE SERVICES SUPPLIED AGAIN AND (b) IN THE CASE OF GOODS, THE REPAIR OR REPLACEMENT OF THE GOODS, THE SUPPLY OF EQUIVALENT GOODS, THE PAYMENT OF THE COST OF SUCH REPAIR OR REPLACEMENT OR THE ACQUISITION OF EQUIVALENT GOODS.

CATERPILLAR EXCLUDES ALL LIABILITY FOR OR ARISING FROM ANY NEGLIGENCE ON ITS PART OR ON THE PART OF ANY OF ITS EMPLOYEES, AGENTS OR REPRESENTATIVES IN RESPECT OF THE MANUFACTURE OR SUPPLY OF GOODS OR THE PROVISION OF SERVICES RELATING TO THE GOODS.

CATERPILLAR IS NOT LIABLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES UNLESS IMPOSED UNDER MANDATORY RIGHTS.

IF OTHERWISE APPLICABLE, THE VIENNA CONVENTION ON CONTRACTS FOR THE INTERNATIONAL SALE OF GOODS IS EXCLUDED IN ITS ENTIRETY.

This warranty covers every major component of the products. Claims under this warranty should be submitted to a place of business of a Caterpillar dealer or other source approved by Caterpillar. For further information concerning either the location to submit claims or Caterpillar as the issuer of this warranty, write Caterpillar Inc., 100 N. E. Adams St., Peoria, IL USA 61629.

Effective with sales to the first user on or after August 15, 2010

# CATERPILLAR LIMITED WARRANTY

## New, Classic™ Parts, and Remanufactured Parts and Assembled Components, Cat Reman® Replacement Engines (for Cat® Machines), and Attachments Not Installed Prior to Delivery

### Worldwide

Caterpillar Inc., or any of its subsidiaries ("Caterpillar"), warrants the following products (and every major component thereof) sold by it to be free from defects in material and workmanship:

- New and remanufactured parts and assembled components (see exceptions below).
- Cat Reman® engines used as replacements in Cat® machines.

- Caterpillar Large Mining (LM) Series Ground Engaging Tools, which consist of Mining Series Adapters (MSA), Mining Series Retention (MSR), and Mining Series Tips (MST) products.

- Classic™ Parts used in authorized models.
- Attachments not installed prior to delivery.

An additional warranty against breakage is applicable to certain Caterpillar brand Ground Engaging Tools. Also, an additional warranty against wear is applicable to all landfill compactor tips. Refer to the applicable warranty statement for coverage detail.

This warranty does not apply to Cat batteries and new and remanufactured parts and assembled components sold for use in on-highway vehicle applications, petroleum applications, and gas compression applications. These products are covered by other Caterpillar warranties.

This warranty is subject to the following:

### Warranty Period

The warranty period is as specified:

- For new and remanufactured parts and assembled components installed in 3500 and 3600 Family engines used in locomotive applications: 12 months, starting from the date the product is installed or 15 months from the date of sale to the first user, whichever occurs first.
- For all other products and applications: 6 months starting from date of sale to the first user.

### Caterpillar Responsibilities

If a defect in material or workmanship is found during the warranty period, Caterpillar will, during normal working hours and at a place of business of a Cat dealer or other source approved by Caterpillar:

- Provide (at Caterpillar's choice) new, Classic Parts, and remanufactured or Caterpillar approved repaired parts, assembled components, Cat Reman engines or attachments needed to correct the defect.

**Note:** New, remanufactured, or Caterpillar approved repaired parts or assembled components provided under the terms of this warranty are warranted for the remainder of the warranty period applicable to the product in which installed as if such parts were original components of that product. Items replaced under this warranty become the property of Caterpillar.

- Replace lubricating oil, filters, antifreeze, and other service items made unusable by the defect.
- In the case of assembled components, provide reasonable and customary repair labor needed to correct the defect, excluding assembled component removal and installation labor.

- In the case of Cat Reman replacement engines (for Cat machines), provide reasonable and customary repair labor needed to correct the defect, excluding engine removal and installation labor.

### User Responsibilities

The user is responsible for:

- Providing proof of sale date to the first user.
- Labor costs, except as stated under "Caterpillar Responsibilities."
- Transportation costs.
- Premium or overtime labor costs.
- Parts shipping charges in excess of those that are usual and customary.
- Local taxes, if applicable.
- Costs to investigate complaints, unless the problem is caused by a defect in Caterpillar material or workmanship.
- Giving timely notice of a warrantable failure and promptly making the product available for repair.
- Performance of the required maintenance (including use of proper fuel, oil, lubricants, and coolant) and replacement of items due to normal wear and tear.
- Allowing Caterpillar access to all electronically stored data.

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## Limitations

Caterpillar is not responsible for:

- Failures resulting from any use or installation that Caterpillar judges improper.
- Failures resulting from attachments, accessory items, and parts not sold by Caterpillar.

- Failures resulting from abuse, neglect, and/or improper repair, including installation of parts and assembled components in contaminated systems.
- Failure resulting from Classic Parts being used in non-authorized models.

- Failures resulting from user's delay in making the product available after being notified of a potential product problem.
- Failures resulting from unauthorized repair or adjustments and unauthorized fuel-setting changes.

*For products operating outside of Australia, Fiji, Nauru, New Caledonia, New Zealand, Papua New Guinea, the Solomon Islands, and Tahiti, the following is applicable:*

NEITHER THE FOREGOING EXPRESS WARRANTY NOR ANY OTHER WARRANTY BY CATERPILLAR, EXPRESS OR IMPLIED, IS APPLICABLE TO ANY ITEM CATERPILLAR SELLS THAT IS WARRANTED DIRECTLY TO THE USER BY ITS MANUFACTURER.

THIS WARRANTY IS EXPRESSLY IN LIEU OF ANY OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, EXCEPT CATERPILLAR EMISSION-RELATED COMPONENT WARRANTIES FOR NEW ENGINES, WHERE APPLICABLE. REMEDIES UNDER THIS WARRANTY ARE LIMITED TO THE PROVISION OF MATERIAL AND SERVICES, AS SPECIFIED HEREIN.

CATERPILLAR IS NOT RESPONSIBLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES.

CATERPILLAR EXCLUDES ALL LIABILITY FOR ARISING FROM ANY NEGLIGENCE ON ITS PART OR ON THE PART OF ANY OF ITS EMPLOYEES, AGENTS, OR REPRESENTATIVES IN RESPECT OF THE MANUFACTURE OR SUPPLY OF GOODS OR THE PROVISION OF SERVICES RELATING TO THE GOODS.

IF OTHERWISE APPLICABLE, THE VIENNA CONVENTION ON CONTRACTS FOR THE INTERNATIONAL SALE OF GOODS IS EXCLUDED IN ITS ENTIRETY.

For personal or family use engines operating in the USA, its territories, and its possessions, some states do not allow limitations on how long an implied warranty may last nor allow the exclusion or limitation of incidental or consequential damages. Therefore, the previously expressed exclusion may not apply to you.

This warranty gives you specific legal rights and you may also have other rights, which vary by jurisdiction. To find the location of the nearest Cat dealer or other authorized repair facility call (800) 447-4986. If you have questions concerning this warranty or its applications, call or write:

In USA and Canada: Caterpillar Inc. Engine Division, P.O. Box 610, Mossville, IL 61552-0610, and Attention: Customer Service Manager, Telephone (800) 447-4986. Outside the USA and Canada: contact your Cat dealer.

*For products operating in Australia, Fiji, Nauru, New Caledonia, New Zealand, Papua New Guinea, the Solomon Islands, and Tahiti, the following is applicable:*

THIS WARRANTY IS IN ADDITION TO WARRANTIES AND CONDITIONS IMPLIED BY STATUTE AND OTHER STATUTORY RIGHTS AND OBLIGATIONS THAT BY ANY APPLICABLE LAW CANNOT BE EXCLUDED, RESTRICTED, OR MODIFIED ("MANDATORY RIGHTS"). ALL OTHER WARRANTIES OR CONDITIONS, EXPRESS OR IMPLIED (BY STATUTE OR OTHERWISE), ARE EXCLUDED.

NEITHER THIS WARRANTY NOR ANY OTHER CONDITION OR WARRANTY BY CATERPILLAR, EXPRESS OR IMPLIED (SUBJECT ONLY TO THE MANDATORY RIGHTS), IS APPLICABLE TO ANY ITEM CATERPILLAR SELLS THAT IS WARRANTED DIRECTLY TO THE USER BY ITS MANUFACTURER.

TO THE EXTENT PERMITTED UNDER THE MANDATORY RIGHTS, IF CATERPILLAR IS THE SUPPLIER TO THE USER, CATERPILLAR'S LIABILITY SHALL BE LIMITED AT ITS OPTION TO (a) IN THE CASE OF SERVICES, THE SUPPLY OF THE SERVICES AGAIN OR THE PAYMENT OF THE COST OF HAVING THE SERVICES SUPPLIED AGAIN AND (b) IN THE CASE OF GOODS, THE REPAIR OR REPLACEMENT OF THE GOODS, THE SUPPLY OF EQUIVALENT GOODS, THE PAYMENT OF THE COST OF SUCH REPAIR OR REPLACEMENT OR THE ACQUISITION OF EQUIVALENT GOODS.

CATERPILLAR EXCLUDES ALL LIABILITY FOR ARISING FROM ANY NEGLIGENCE ON ITS PART OR ON THE PART OF ANY OF ITS EMPLOYEES, AGENTS, OR REPRESENTATIVES IN RESPECT OF THE MANUFACTURE OR SUPPLY OF GOODS OR THE PROVISION OF SERVICES RELATING TO THE GOODS.

CATERPILLAR IS NOT LIABLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES UNLESS IMPOSED UNDER MANDATORY RIGHTS.

IF OTHERWISE APPLICABLE, THE VIENNA CONVENTION ON CONTRACTS FOR THE INTERNATIONAL SALE OF GOODS IS EXCLUDED IN ITS ENTIRETY.

This warranty covers every major component of the products. Claims under this warranty should be submitted to a place of business of a Cat dealer or other source approved by Caterpillar. For further information concerning either the location to submit claims or Caterpillar as the issuer of this warranty, write Caterpillar Inc., 100 N. E. Adams St., Peoria, IL USA 61629.

Effective with sales to the first user on or after May 1, 2010

# CATERPILLAR LIMITED WARRANTY

## Caterpillar Work Tools

### Worldwide

Caterpillar Inc. or any of its subsidiaries ("Caterpillar") warrants new Work Tools sold by it to be free from defects in material and workmanship.

An additional warranty against breakage may apply to certain Caterpillar Ground Engaging Tools ("GET"). Also, an additional warranty against wear is applicable to certain weld-on landfill compactor tips. Refer to the applicable warranty statements for coverage detail.

This warranty is subject to the following:

#### Warranty Period

For tools used solely in snow applications, the warranty period is 24 months.

For work tool line's quick connect/disconnect components sold on serialized tools for compact wheel loaders, mini hydraulic excavators, skid steer loaders, multi terrain loaders, and compact track loaders, the warranty period is 3 months after the date of delivery to the first user.

For all other tools, the warranty period is 12 months starting from date of delivery or sale to the first user.

Note: Hammer tool points, compacting plates, shear cutting knives, and crusher and pulverize knives and teeth are not warranted.

#### Caterpillar Responsibilities

If a defect in material or workmanship is found during the warranty period, Caterpillar will, during normal working hours and through a place of business of a Caterpillar dealer or other source approved by Caterpillar:

- Provide (at Caterpillar's choice) new, remanufactured or Caterpillar-approved repaired parts or assembled components needed to correct the defect.

Note: New, remanufactured, or Caterpillar approved repaired parts or assembled components provided under the terms of this warranty are warranted for the remainder of the warranty period applicable to the product in which installed as if such parts were original components of that product. Items replaced under this warranty become the property of Caterpillar.

- Replace lubricating oil, filters, coolant, and other service items made unusable by the defect.

- Provide reasonable and customary labor needed to correct the defect, including labor for removal and installation when necessary to make the repair.

#### User Responsibilities

The user is responsible for:

- Providing proof of the delivery date or sale date to the first user.

- Labor costs, except as stated under "Caterpillar Responsibilities."

- Travel or transporting costs, except as stated under "Caterpillar Responsibilities."

- Premium or overtime labor costs.

- Parts shipping charges in excess of those that are usual and customary.

- Local taxes, if applicable.
- Costs to investigate complaints, unless the problem is caused by a defect in Caterpillar material or workmanship.
- Giving timely notice of a warrantable failure and promptly making the product available for repair.
- Performance of the required maintenance (including use of proper fuel, oil, lubricants, and coolant) and items replaced due to normal wear and tear.
- Allowing Caterpillar access to all electronically stored data.

#### Limitations

Caterpillar is not responsible for:

- Failures resulting from any use or installation that Caterpillar judges improper.
- Failures resulting from attachments, accessory items, and parts not sold or approved by Caterpillar.
- Failures resulting from abuse, neglect, and/or improper repair.
- Failures resulting from user's delay in making the product available after being notified of a potential product problem.
- Failures resulting from unauthorized repair or adjustments and unauthorized fuel-setting changes.

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For products operating outside of Australia, Fiji, Nauru, New Caledonia, New Zealand, Papua New Guinea, the Solomon Islands, and Tahiti, the following is applicable:

NEITHER THE FOREGOING EXPRESS WARRANTY NOR ANY OTHER WARRANTY BY CATERPILLAR, EXPRESS OR IMPLIED, IS APPLICABLE TO ANY ITEM CATERPILLAR SELLS THAT IS WARRANTED DIRECTLY TO THE USER BY ITS MANUFACTURER.

THIS WARRANTY IS EXPRESSLY IN LIEU OF ANY OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, EXCEPT CATERPILLAR EMISSION-RELATED COMPONENTS WARRANTIES FOR NEW ENGINES, WHERE APPLICABLE. REMEDIES UNDER THIS WARRANTY ARE LIMITED TO THE PROVISION OF MATERIAL AND SERVICES, AS SPECIFIED HEREIN.

CATERPILLAR IS NOT RESPONSIBLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES.

CATERPILLAR EXCLUDES ALL LIABILITY FOR OR ARISING FROM ANY NEGLIGENCE ON ITS PART OR ON THE PART OF ANY OF ITS EMPLOYEES, AGENTS, OR REPRESENTATIVES IN RESPECT OF THE MANUFACTURE OR SUPPLY OF GOODS OR THE PROVISION OF SERVICES RELATING TO THE GOODS.

IF OTHERWISE APPLICABLE, THE VIENNA CONVENTION ON CONTRACTS FOR THE INTERNATIONAL SALE OF GOODS IS EXCLUDED IN ITS ENTIRETY.

This warranty gives you specific legal rights and you may also have other rights, which vary by jurisdiction. To find the location of the nearest Caterpillar dealer or other authorized repair facility, call (800) 447-4986. If you have questions concerning this warranty or its applications, call or write:

In USA and Canada: Caterpillar Inc., Engine Division, P. O. Box 610, Mossville, IL 61552-0610, Attention: Customer Service Manager, Telephone (800) 447-4986. Outside the USA and Canada: Contact your Caterpillar dealer.

For products operating in Australia, Fiji, Nauru, New Caledonia, New Zealand, Papua New Guinea, the Solomon Islands, and Tahiti, the following is applicable:

THIS WARRANTY IS IN ADDITION TO WARRANTIES AND CONDITIONS IMPLIED BY STATUTE AND OTHER STATUTORY RIGHTS AND OBLIGATIONS THAT BY ANY APPLICABLE LAW CANNOT BE EXCLUDED, RESTRICTED OR MODIFIED ("MANDATORY RIGHTS"). ALL OTHER WARRANTIES OR CONDITIONS, EXPRESS OR IMPLIED (BY STATUTE OR OTHERWISE), ARE EXCLUDED.

NEITHER THIS WARRANTY NOR ANY OTHER CONDITION OR WARRANTY BY CATERPILLAR, EXPRESS OR IMPLIED (SUBJECT ONLY TO THE MANDATORY RIGHTS), IS APPLICABLE TO ANY ITEM CATERPILLAR SELLS THAT IS WARRANTED DIRECTLY TO THE USER BY ITS MANUFACTURER.

TO THE EXTENT PERMITTED UNDER THE MANDATORY RIGHTS, IF CATERPILLAR IS THE SUPPLIER TO THE USER, CATERPILLAR'S LIABILITY SHALL BE LIMITED AT ITS OPTION TO (a) IN THE CASE OF SERVICES, THE SUPPLY OF THE SERVICES AGAIN OR THE PAYMENT OF THE COST OF HAVING THE SERVICES SUPPLIED AGAIN AND (b) IN THE CASE OF GOODS, THE REPAIR OR REPLACEMENT OF THE GOODS, THE SUPPLY OF EQUIVALENT GOODS, THE PAYMENT OF THE COST OF SUCH REPAIR OR REPLACEMENT OR THE ACQUISITION OF EQUIVALENT GOODS.

CATERPILLAR EXCLUDES ALL LIABILITY FOR OR ARISING FROM ANY NEGLIGENCE ON ITS PART OR ON THE PART OF ANY OF ITS EMPLOYEES, AGENTS, OR REPRESENTATIVES IN RESPECT OF THE MANUFACTURE OR SUPPLY OF GOODS OR THE PROVISION OF SERVICES RELATING TO THE GOODS.

CATERPILLAR IS NOT LIABLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES UNLESS IMPOSED UNDER MANDATORY RIGHTS.

IF OTHERWISE APPLICABLE, THE VIENNA CONVENTION ON CONTRACTS FOR THE INTERNATIONAL SALE OF GOODS IS EXCLUDED IN ITS ENTIRETY.

This warranty covers every major component of the products. Claims under this warranty should be submitted to a place of business of a Caterpillar dealer or other source approved by Caterpillar. For further information concerning either the location to submit claims or Caterpillar as the issuer of this warranty, write Caterpillar Inc., 100 N. E. Adams St., Peoria, IL USA 61629.

Effective with sales to the first user on or after November 1, 2010

# CATERPILLAR LIMITED WARRANTY

## For Selected Machine Models Designated by Caterpillar With 12 Month/Unlimited Hour Warranty

### Worldwide

Caterpillar Inc. or any of its subsidiaries ("Caterpillar") warrants the following products sold by it to be free from defects in material and workmanship:

This warranty does not apply to new replacement engines.

This warranty does not apply to selected models or new replacement engines designated by Caterpillar in India and China.

(In other areas different warranties may apply. Copies of applicable warranties may be obtained by writing to Caterpillar Inc., 100 N.E. Adams St., Peoria, IL 61629.)

- New earthmoving, construction, material handling, forestry product, paving product, compact wheel loader, mini hydraulic excavator, skid steer loader, multi terrain loader, and compact track loader machines designated by Caterpillar as having 12 -months/unlimited hour warranty. See your Cat dealer for a complete listing of covered models.

- Attachments/work tools installed on such machines prior to delivery (unless covered by the Cat Work Tool warranty statement or another manufacturer's warranty). Hammer tool points and compacting plates used on hydraulic hammers are not warranted.

An additional warranty against breakage is applicable to certain Cat ground engaging tools. An additional warranty against wear is applicable to all landfill compactor tips when used in residential waste landfills. Refer to the applicable warranty statements for coverage detail.

This warranty does not apply to Cat batteries, Mobil-trac belts, rubber tracks used on multi terrain loaders, compact track loaders, and mini hydraulic excavators, or Cat Work Tools, which are covered by other Caterpillar warranties.

This warranty is subject to the following:

#### Warranty Period

For new machines and work tools/attachments the warranty period is 12-months/unlimited hours, starting from date of delivery to the first user.

Note: For hydraulic line's quick connect/disconnect components sold on compact wheel loaders, mini hydraulic excavators, skid steer loaders, multi terrain loaders, and compact track loader machines, the warranty period is 50 hours starting from the date of delivery to the first user.

#### Caterpillar Responsibilities

If a defect in material or workmanship is found during the warranty period, Caterpillar will, during normal working hours and at a place of business of a Cat dealer or other source approved by Caterpillar:

- Provide (at Caterpillar's choice) new, remanufactured, or Caterpillar approved repaired parts or assembled components needed to correct the defect.

Note: New, remanufactured, or Caterpillar approved replacement parts provided under the terms of this warranty are warranted for the remainder of the warranty period applicable to the product in which installed as if such parts were original components of that product. Items replaced under this warranty become the property of Caterpillar.

- Replace lubricating oil, filters, antifreeze, and other service items made unusable by the defect.

- Provide reasonable and customary labor needed to correct the defect, except in the case of a new replacement engine originally installed by other than a Cat dealer or source approved by Caterpillar. In this

case, labor is limited to repair only, and removal and installation is the user's responsibility.

#### User Responsibilities

The user is responsible for:

- Providing proof of delivery date to the first user.
- Labor costs, except as stated under "Caterpillar Responsibilities."
- Transportation costs, except as stated under "Caterpillar Responsibilities."
- Premium or overtime labor costs.
- Parts shipping charges in excess of those, that are considered usual and customary.
- Local taxes, if applicable.
- Costs to investigate complaints, unless the problem is caused by a defect in Caterpillar material or workmanship.
- Giving timely notice of a warrantable failure and promptly making the product available for repair.
- Performance of the required maintenance (including use of proper fuel, oil, lubricants, and coolant) and items replaced due to normal wear and tear.
- Allowing Caterpillar access to all electronically stored data.

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### Limitations

Caterpillar is not responsible for:

- Failures resulting from any use or installation that Caterpillar judges improper.
- Failures resulting from attachments, accessory items, and parts not sold or approved by Caterpillar.
- Failures resulting from abuse, neglect, and/or improper repair.
- Failures resulting from user's delay in making the product available after being notified of a potential product problem.
- Failures resulting from unauthorized repair or adjustments, and unauthorized fuel setting changes.

*For products operating outside of Australia, Fiji, Nauru, New Caledonia, New Zealand, Papua New Guinea, the Solomon Islands, and Tahiti, the following is applicable:*

NEITHER THE FOREGOING EXPRESS WARRANTY NOR ANY OTHER WARRANTY BY CATERPILLAR, EXPRESS OR IMPLIED, IS APPLICABLE TO ANY ITEM CATERPILLAR SELLS THAT IS WARRANTED DIRECTLY TO THE USER BY ITS MANUFACTURER.

THIS WARRANTY IS EXPRESSLY IN LIEU OF ANY OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, EXCEPT CATERPILLAR EMISSION-RELATED COMPONENTS WARRANTY FOR NEW ENGINES, WHERE APPLICABLE. REMEDIES UNDER THIS WARRANTY ARE LIMITED TO THE PROVISION OF MATERIAL AND SERVICES, AS SPECIFIED HEREIN.

CATERPILLAR IS NOT RESPONSIBLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES.

CATERPILLAR EXCLUDES ALL LIABILITY FOR OR ARISING FROM ANY NEGLIGENCE ON ITS PART OR ON THE PART OF ANY OF ITS EMPLOYEES, AGENTS, OR REPRESENTATIVES IN RESPECT OF THE MANUFACTURE OR SUPPLY OF GOODS OR THE PROVISION OF SERVICES RELATING TO THE GOODS.

IF OTHERWISE APPLICABLE, THE VIENNA CONVENTION ON CONTRACTS FOR THE INTERNATIONAL SALE OF GOODS IS EXCLUDED IN ITS ENTIRETY.

*For products operating in Australia, Fiji, Nauru, New Caledonia, New Zealand, Papua New Guinea, the Solomon Islands, and Tahiti, the following is applicable:*

THIS WARRANTY IS IN ADDITION TO WARRANTIES AND CONDITIONS IMPLIED BY STATUTE AND OTHER STATUTORY RIGHTS AND OBLIGATIONS THAT BY ANY APPLICABLE LAW CANNOT BE EXCLUDED, RESTRICTED OR MODIFIED ("MANDATORY RIGHTS"). ALL OTHER WARRANTIES OR CONDITIONS, EXPRESS OR IMPLIED (BY STATUTE OR OTHERWISE), ARE EXCLUDED.

NEITHER THIS WARRANTY NOR ANY OTHER CONDITION OR WARRANTY BY CATERPILLAR, EXPRESS OR IMPLIED (SUBJECT ONLY TO THE MANDATORY RIGHTS), IS APPLICABLE TO ANY ITEM CATERPILLAR SELLS THAT IS WARRANTED DIRECTLY TO THE USER BY ITS MANUFACTURER.

TO THE EXTENT PERMITTED UNDER THE MANDATORY RIGHTS, IF CATERPILLAR IS THE SUPPLIER TO THE USER, CATERPILLAR'S LIABILITY SHALL BE LIMITED AT ITS OPTION TO (a) IN THE CASE OF SERVICES, THE SUPPLY OF THE SERVICES AGAIN OR THE PAYMENT OF THE COST OF HAVING THE SERVICES SUPPLIED AGAIN, AND (b) IN THE CASE OF GOODS, THE REPAIR OR REPLACEMENT OF THE GOODS, THE SUPPLY OF EQUIVALENT GOODS, THE PAYMENT OF THE COST OF SUCH REPAIR OR REPLACEMENT OR THE ACQUISITION OF EQUIVALENT GOODS.

CATERPILLAR EXCLUDES ALL LIABILITY FOR OR ARISING FROM ANY NEGLIGENCE ON ITS PART OR ON THE PART OF ANY OF ITS EMPLOYEES, AGENTS OR REPRESENTATIVES IN RESPECT OF THE MANUFACTURE OR SUPPLY OF GOODS OR THE PROVISION OF SERVICES RELATING TO THE GOODS.

CATERPILLAR IS NOT LIABLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES UNLESS IMPOSED UNDER MANDATORY RIGHTS.

IF OTHERWISE APPLICABLE, THE VIENNA CONVENTION (CONTRACTS FOR THE INTERNATIONAL SALE OF GOODS) IS EXCLUDED IN ITS ENTIRETY.

This warranty covers every major component of the products. Claims under this warranty should be submitted to a place of business of a Caterpillar dealer or other source approved by Caterpillar. For further information concerning either the location to submit claims or Caterpillar as the issuer of this warranty, write Caterpillar Inc., 100 N. E. Adams St., Peoria, IL USA 61629.

Effective with sales to the first user on or after December 1, 2010

# CATERPILLAR LIMITED WARRANTY

## Industrial, Petroleum, Locomotive, and Agriculture Engine Products and Electric Power Generation Products

### Worldwide

Caterpillar Inc. or any of its subsidiaries ("Caterpillar") warrants new and remanufactured engines and electric power generation products sold by it (including any products of other manufacturers packaged and sold by Caterpillar), to be free from defects in material and workmanship.

This warranty does not apply to Caterpillar Motoren (CM) product; engines sold for use in on-highway vehicle or marine applications; engines in machines manufactured by or for Caterpillar; 3500 and 3600 Family engines used in locomotive applications; 3000 Family engines, C0.5 through C4.4 and ACERT (C6.6, C7, C7.1, C8, C9.3, C11, C13, C15, C18, C27, and C32) engines used in industrial applications; or Cat batteries. These products are covered by other Caterpillar warranties.

This warranty is subject to the following:

#### Warranty Period

- For new industrial engines, engines in a petroleum applications or Petroleum Power Systems, or engines in a Locomotive application, or Uninterruptible Power Supply (UPS) systems, the warranty period is 12 months after date of delivery to the first user.
- For Mobile Agricultural applications the warranty period is 24 months after date of delivery to the first user.
- For controls only (EPI/C), configurable, and custom switchgear products, as well as automatic transfer switch products, the warranty period is 24 months after date of delivery to the first user.
- For electric power generation products in prime or continuous applications the warranty period is 12 months. For standby applications the warranty period is 24 months/1000 hours. For emergency standby applications the warranty period is 24 months/400 hours. All terms begin after date of delivery to the first user.

- For all Remanufactured Generator (GenEnds) products in prime or continuous applications the warranty period is 12 months. For standby applications the warranty period is 24 months/1000 hours. For emergency standby applications the warranty period is 24 months/400 hours. All terms begin after date of delivery to the first user.

- For all Remanufactured engines, the warranty period is 6 months (12 months for mobile agricultural and standby electric power generation applications) after date of delivery to the first user.

#### Caterpillar Responsibilities

If a defect in material or workmanship is found during the warranty period, Caterpillar will, during normal working hours and at a place of business of a Cat dealer or other source approved by Caterpillar:

- Provide (at Caterpillar's choice) new, Remanufactured, or Caterpillar approved repaired parts or assembled components needed to correct the defect.

Note: New, remanufactured, or Caterpillar approved repaired parts or assembled components provided under the terms of this warranty are warranted for the remainder of the warranty period applicable to the product in which installed as if such parts were original components of that product. Items replaced under this warranty become the property of Caterpillar.

- Replace lubricating oil, filters, coolant, and other service items made unusable by the defect.

- Provide reasonable and customary labor needed to correct the defect, including labor to disconnect the product from and reconnect the product to its attached equipment, mounting, and support systems, if required.

For new 3114, 3116, and 3126 engines and electric power generation products (including any new products of other

manufacturers packaged and sold by Caterpillar):

- Provide travel labor, up to four hours round trip, if in the opinion of Caterpillar, the product cannot reasonably be transported to a place of business of a Cat dealer or other source approved by Caterpillar (travel labor in excess of four hours round trip, and any meals, mileage, lodging, etc. is the user's responsibility).

For all other products:

- Provide reasonable travel expenses for authorized mechanics, including meals, mileage, and lodging, when Caterpillar chooses to make the repair on-site.

#### User Responsibilities

The user is responsible for:

- Providing proof of the delivery date to the first user.
- Labor costs, except as stated under "Caterpillar Responsibilities," including costs beyond those required to disconnect the product from and reconnect the product to its attached equipment, mounting, and support systems.
- Travel or transporting costs, except as stated under "Caterpillar Responsibilities."
- Premium or overtime labor costs.
- Parts shipping charges in excess of those that are usual and customary.
- Local taxes, if applicable.
- Costs to investigate complaints, unless the problem is caused by a defect in Caterpillar material or workmanship.
- Giving timely notice of a warrantable failure and promptly making the product available for repair.

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- Performance of the required maintenance (including use of proper fuel, oil, lubricants, and coolant) and items replaced due to normal wear and tear.
- Allowing Caterpillar access to all electronically stored data.

### Limitations

Caterpillar is not responsible for:

- Failures resulting from any use or installation that Caterpillar judges improper.

- Failures resulting from attachments, accessory items, and parts not sold or approved by Caterpillar.
- Failures resulting from abuse, neglect, and/or improper repair.
- Failures resulting from user's delay in making the product available after being notified of a potential product problem.
- Failures resulting from unauthorized repairs or adjustments, and unauthorized fuel setting changes.

- Damage to parts, fixtures, housings, attachments, and accessory items that are not part of the engine or electric power generation product (including any products of other manufacturers packaged and sold by Caterpillar).
- Repair of components sold by Caterpillar that is warranted directly to the user by their respective manufacturer. Depending on type of application, certain exclusions may apply. Consult your Cat dealer for more information.

For products operating outside of Australia, Fiji, Nauru, New Caledonia, New Zealand, Papua New Guinea, the Solomon Islands and Tahiti, the following is applicable:

NEITHER THE FOREGOING EXPRESS WARRANTY NOR ANY OTHER WARRANTY BY CATERPILLAR, EXPRESS OR IMPLIED, IS APPLICABLE TO ANY ITEM CATERPILLAR SELLS THAT IS WARRANTED DIRECTLY TO THE USER BY ITS MANUFACTURER.

THIS WARRANTY IS EXPRESSLY IN LIEU OF ANY OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, EXCEPT CATERPILLAR EMISSION-RELATED COMPONENTS WARRANTIES FOR NEW ENGINES, WHERE APPLICABLE. REMEDIES UNDER THIS WARRANTY ARE LIMITED TO THE PROVISION OF MATERIAL AND SERVICES, AS SPECIFIED HEREIN.

CATERPILLAR IS NOT RESPONSIBLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES. CATERPILLAR EXCLUDES ALL LIABILITY FOR OR ARISING FROM ANY NEGLIGENCE ON ITS PART OR ON THE PART OF ANY OF ITS EMPLOYEES, AGENTS OR REPRESENTATIVES IN RESPECT OF THE MANUFACTURE OR SUPPLY OF GOODS OR THE PROVISION OF SERVICES RELATING TO THE GOODS.

IF OTHERWISE APPLICABLE, THE VIENNA CONVENTION ON CONTRACTS FOR THE INTERNATIONAL SALE OF GOODS IS EXCLUDED IN ITS ENTIRETY.

For personal or family use engines or electric power generation products, operating in the USA, its territories and possessions, some states do not allow limitations on how long an implied warranty may last nor allow the exclusion or limitation of incidental or consequential damages. Therefore, the previously expressed exclusion may not apply to you. This warranty gives you specific legal rights and you may also have other rights, which vary by jurisdiction. To find the location of the nearest Cat dealer or other authorized repair facility, call (800) 447-4986. If you have questions concerning this warranty or its applications, call or write:

In USA and Canada: Caterpillar Inc., Engine Division, P. O. Box 610, Mossville, IL 61552-0610, Attention: Customer Service Manager, Telephone (800) 447-4986. Outside the USA and Canada: Contact your Cat dealer.

For products operating in Australia, Fiji, Nauru, New Caledonia, New Zealand, Papua New Guinea, the Solomon Islands and Tahiti, the following is applicable:

THIS WARRANTY IS IN ADDITION TO WARRANTIES AND CONDITIONS IMPLIED BY STATUTE AND OTHER STATUTORY RIGHTS AND OBLIGATIONS THAT BY ANY APPLICABLE LAW CANNOT BE EXCLUDED, RESTRICTED OR MODIFIED ("MANDATORY RIGHTS"). ALL OTHER WARRANTIES OR CONDITIONS, EXPRESS OR IMPLIED (BY STATUTE OR OTHERWISE), ARE EXCLUDED.

NEITHER THIS WARRANTY NOR ANY OTHER CONDITION OR WARRANTY BY CATERPILLAR, EXPRESS OR IMPLIED (SUBJECT ONLY TO THE MANDATORY RIGHTS), IS APPLICABLE TO ANY ITEM CATERPILLAR SELLS THAT IS WARRANTED DIRECTLY TO THE USER BY ITS MANUFACTURER.

TO THE EXTENT PERMITTED UNDER THE MANDATORY RIGHTS, IF CATERPILLAR IS THE SUPPLIER TO THE USER, CATERPILLAR'S LIABILITY SHALL BE LIMITED AT ITS OPTION TO (a) IN THE CASE OF SERVICES, THE SUPPLY OF THE SERVICES AGAIN OR THE PAYMENT OF THE COST OF HAVING THE SERVICES SUPPLIED AGAIN, AND (b) IN THE CASE OF GOODS, THE REPAIR OR REPLACEMENT OF THE GOODS, THE SUPPLY OF EQUIVALENT GOODS, THE PAYMENT OF THE COST OF SUCH REPAIR OR REPLACEMENT OR THE ACQUISITION OF EQUIVALENT GOODS.

CATERPILLAR EXCLUDES ALL LIABILITY FOR OR ARISING FROM ANY NEGLIGENCE ON ITS PART OR ON THE PART OF ANY OF ITS EMPLOYEES, AGENTS OR REPRESENTATIVES IN RESPECT OF THE MANUFACTURE OR SUPPLY OF GOODS OR THE PROVISION OF SERVICES RELATING TO THE GOODS.

CATERPILLAR IS NOT LIABLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES UNLESS IMPOSED UNDER MANDATORY RIGHTS.

IF OTHERWISE APPLICABLE, THE VIENNA CONVENTION ON CONTRACTS FOR THE INTERNATIONAL SALE OF GOODS IS EXCLUDED IN ITS ENTIRETY.

This warranty covers every major component of the products. Claims under this warranty should be submitted to a place of business of a Cat dealer or other source approved by Caterpillar. For further information concerning either the location to submit claims or Caterpillar as the issuer of this warranty, write Caterpillar Inc., 100 N. E. Adams St., Peoria, IL USA 61629.

## CONTRACT AMENDMENT

CITY OF TUCSON DEPARTMENT OF PROCUREMENT  
255 W. ALAMEDA, 6TH FLOOR, TUCSON, AZ 85701  
P.O. BOX 27210, TUCSON, AZ 85726  
(520) 837-4129  
ISSUE DATE: AUGUST 16, 2012

CONTRACT NO.: 120377  
CONTRACT AMENDMENT NO.: ONE (1)  
PAGE 1 of 1  
SD  
CONTRACT OFFICER: RAY VALDEZ

THIS CONTRACT IS AMENDED AS FOLLOWS:

### HEAVY EQUIPMENT, PARTS, ACCESSORIES, SUPPLIES AND RELATED SERVICES

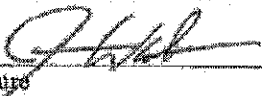
The referenced contract has been amended to add the following:

The Caterpillar product line has been expanded to include the D9 and D10 model Track-Type Tractors.

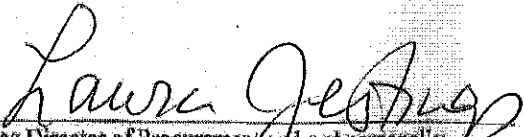
The attached Caterpillar Equipment Discount structure and Equipment Freight matrix dated 08/09/12 hereby replaces the discount structure and freight matrix included in Attachment A of the contract.

ALL OTHER PROVISIONS OF THE CONTRACT SHALL REMAIN IN THEIR ENTIRETY.

CONTRACTOR HEREBY ACKNOWLEDGES RECEIPT OF  
AND UNDERSTANDING OF THE ABOVE AMENDMENT.

  
\_\_\_\_\_  
Signature Date  
Jason Walker - Governmental Sales  
\_\_\_\_\_  
Typed Name and Title  
Caterpillar  
\_\_\_\_\_  
Company Name  
100 NE Adams  
\_\_\_\_\_  
Address  
Walker\_Jason\_C@cat.com  
\_\_\_\_\_  
Email Address  
Peoria IL 61629  
\_\_\_\_\_  
City State Zip

THE ABOVE REFERENCED CONTRACT AMENDMENT  
IS HEREBY EXECUTED THIS 29 DAY  
OF Aug, 2012, AT TUCSON, ARIZONA.

  
\_\_\_\_\_  
as Director of Procurement and not personally

# Caterpillar Equipment Discounts

Machines	New Equipment	Used Equipment
<b>Track Type Tractors</b>	<b>Discount off List</b>	<b>Discount from original List</b>
D3K	25.00%	20.0%
D4K	24.00%	20.0%
D5K	25.00%	20.0%
D6K	24.00%	20.0%
D6N	24.00%	20.0%
D6T	24.00%	20.0%
D7R	22.00%	20.0%
D7E	22.00%	20.0%
D8T	22.00%	20.0%
D9T	10.00%	20.0%
D10T	10.00%	20.0%
<b>Motor Graders</b>		
12M	33.00%	20.0%
120M	37.00%	20.0%
140M	33.00%	20.0%
140M2	33.00%	20.0%
160M	33.00%	20.0%
160M2	33.00%	20.0%
14M	23.00%	20.0%
<b>Excavators</b>		
300.9	17.50%	20.0%
301.5	17.50%	20.0%
301.8	17.50%	20.0%
302.5	17.50%	20.0%
303	17.50%	20.0%
303.5	17.50%	20.0%
304	17.50%	20.0%
305	17.50%	20.0%
305.5	17.50%	20.0%
307	17.50%	20.0%
308	17.50%	20.0%
311	24.00%	20.0%
312	21.00%	20.0%
314	25.00%	20.0%
315	25.00%	20.0%
319	22.00%	20.0%
320	18.00%	20.0%
321	18.00%	20.0%

324	18.00%	20.0%
325	18.00%	20.0%
328	18.00%	20.0%
329	18.00%	20.0%
330	18.00%	20.0%
336	18.00%	20.0%
345	12.00%	20.0%
349	12.00%	20.0%
<b>Wheeled Excavators</b>		
M313	35.00%	20.0%
M315	32.00%	20.0%
M316	35.00%	20.0%
M318	32.00%	20.0%
M322	35.00%	20.0%
M325	35.00%	20.0%
<b>Backhoe Loaders</b>		
414	21.00%	20.0%
416	21.00%	20.0%
420	21.00%	20.0%
430	21.00%	20.0%
450	21.00%	20.0%
<b>Wheel Tractor Scrapers</b>		
613	15.00%	20.0%
615	17.00%	20.0%
621	16.00%	20.0%
623	17.00%	20.0%
627	16.00%	20.0%
<b>Towed Scrapers</b>		
TS180	15.00%	20.0%
TS220	15.00%	20.0%
<b>Articulated Trucks</b>		
725	14.00%	20.0%
730	14.00%	20.0%
735	14.00%	20.0%
740	14.00%	20.0%
<b>Landfill Compactors</b>		
816	14.00%	20.0%
826	14.00%	20.0%
836	14.00%	20.0%
<b>Wheel Dozers</b>		
814	15.00%	20.0%
824	15.00%	20.0%

<b>Wheel Loaders</b>		
904	24.00%	20.0%
906	25.00%	20.0%
907	25.00%	20.0%
908	25.00%	20.0%
914	25.00%	20.0%
924	26.00%	20.0%
928	26.00%	20.0%
930	26.00%	20.0%
938	26.00%	20.0%
950	24.00%	20.0%
962	24.00%	20.0%
966	21.00%	20.0%
972	16.00%	20.0%
980	12.00%	20.0%
<b>Integrated Tool Carriers</b>		
IT14	26.00%	20.0%
IT38	26.00%	20.0%
IT62	21.00%	20.0%
<b>Track Loaders</b>		
953	20.00%	20.0%
963	23.00%	20.0%
973	23.00%	20.0%
<b>Skid Steer Loaders</b>		
216B2	16.00%	20.0%
216B3	16.00%	20.0%
226B2	16.00%	20.0%
226B3	16.00%	20.0%
232B2	16.00%	20.0%
236B2	16.00%	20.0%
236B3	16.00%	20.0%
242B2	16.00%	20.0%
242B3	16.00%	20.0%
246C	16.00%	20.0%
252B2	16.00%	20.0%
252B3	16.00%	20.0%
256C	16.00%	20.0%
262C	16.00%	20.0%
272C	16.00%	20.0%
<b>Multi-Terrain Loaders</b>		
227C	16.00%	20.0%
247B2	16.00%	20.0%
247B3	16.00%	20.0%
257B2	16.00%	20.0%
257B3	16.00%	20.0%
277C	16.00%	20.0%

287C	16.00%	20.0%
297C	16.00%	20.0%
<b>Compact Track Loaders</b>		
259B3	16.00%	20.0%
279C	16.00%	20.0%
289C	16.00%	20.0%
299C	16.00%	20.0%
<b>Pavers</b>		
AP500	16.00%	20.0%
AP555	16.00%	20.0%
AP600	16.00%	20.0%
AP655	16.00%	20.0%
AP800	16.00%	20.0%
AP1000	16.00%	20.0%
AP1055	16.00%	20.0%
<b>Reclaimers</b>		
RM300	14.00%	20.0%
RM500	14.00%	20.0%
<b>Cold Planners</b>		
PM102	14.00%	20.0%
PM200	14.00%	20.0%
PM201	18.00%	20.0%
<b>Rollers</b>		
CB14	16.00%	20.0%
CB22	16.00%	20.0%
CB24	16.00%	20.0%
CB32	16.00%	20.0%
CB34	16.00%	20.0%
CB44	16.00%	20.0%
CB54	16.00%	20.0%
CB64	16.00%	20.0%
CB434	16.00%	20.0%
CB534	16.00%	20.0%
CB564	16.00%	20.0%
CD54	16.00%	20.0%
CC24	16.00%	20.0%
CC34	16.00%	20.0%
CP44	14.00%	20.0%
CP56	14.00%	20.0%
CP64	14.00%	20.0%
CP76	14.00%	20.0%
CP323	14.00%	20.0%
CP433	14.00%	20.0%
CS44	14.00%	20.0%
CS54	14.00%	20.0%

CS56	14.00%	20.0%
CS64	14.00%	20.0%
CS74	14.00%	20.0%
CS76	14.00%	20.0%
CS323	14.00%	20.0%
CS423	14.00%	20.0%
CS433	14.00%	20.0%
PS150	16.00%	20.0%
PS360	16.00%	20.0%
<b>Vocational Trucks</b>		
CT660	23.00%	
<b>Worktools</b>	15.00%	

# Caterpillar Equipment Freight Matrix

LANDSTAR - ELEVEN SHIPPING ZONES : Freight Rates: Based on a "Ship From" zone to Destination State Zone

Shipping Zones - Based on Destination States

Product: NY, PA, NJ VT, NH, ME VA, WV, NC OH, IN, FL, GA WI, MN, CO, NM WA, OR CA, NV NE, KS TX, OK  
DE, MD RI, MA, CT KY, TN MI, IL SC, AL ND, SD WY, UT ID, MT AZ MO, IA, LA, AK, MS

## Asphalt Pavers

Unit	Ship From	1	2	3	4	5	6	7	8	9	10	11
AP500	6	\$5,346	\$7,398	\$5,550	\$4,518	\$6,762	\$2,958	\$5,357	\$6,960	\$7,302	\$3,842	\$6,214
AP555	6	\$5,580	\$7,662	\$5,862	\$4,650	\$6,942	\$3,000	\$5,406	\$7,062	\$7,530	\$4,082	\$6,570
AP600	6	\$5,346	\$7,398	\$5,550	\$4,410	\$6,762	\$2,958	\$5,357	\$6,960	\$7,302	\$3,842	\$6,214
AP650	6	\$5,346	\$7,398	\$5,550	\$4,518	\$6,762	\$2,958	\$5,357	\$6,960	\$7,302	\$3,842	\$6,214
AP655	6	\$5,580	\$7,662	\$5,862	\$4,650	\$6,942	\$3,000	\$5,406	\$7,062	\$7,530	\$4,082	\$6,570
AP800	6	\$5,580	\$7,662	\$5,862	\$4,650	\$6,942	\$3,000	\$5,406	\$7,062	\$7,530	\$4,082	\$6,570
AP1000	6	\$5,580	\$7,662	\$5,862	\$4,650	\$6,942	\$3,000	\$5,406	\$7,062	\$7,530	\$4,082	\$6,570
AP1050	6	\$5,760	\$8,322	\$5,958	\$4,650	\$6,942	\$3,060	\$5,472	\$7,002	\$7,506	\$4,162	\$6,600
AP1055	6	\$5,760	\$8,546	\$6,054	\$4,746	\$6,990	\$3,222	\$5,538	\$7,002	\$7,506	\$4,152	\$6,642

## Asphalt Compactors

Unit	Ship From	1	2	3	4	5	6	7	8	9	10	11
CB14	6	\$3,644	\$4,993	\$3,209	\$3,074	\$4,111	\$2,148	\$3,034	\$3,917	\$4,492	\$1,645	\$2,771
CB22	6	\$3,644	\$4,993	\$3,209	\$3,074	\$4,111	\$2,148	\$3,034	\$3,917	\$4,492	\$1,645	\$2,771
CB24	6	\$3,644	\$4,993	\$3,209	\$3,074	\$4,111	\$2,148	\$3,034	\$3,917	\$4,492	\$1,645	\$2,771
CB32	6	\$3,210	\$4,426	\$2,818	\$2,767	\$3,583	\$1,933	\$2,681	\$3,427	\$3,943	\$1,466	\$2,424
CB34	6	\$3,210	\$4,426	\$2,818	\$2,767	\$3,583	\$1,933	\$2,681	\$3,427	\$3,943	\$1,466	\$2,424
CB54	6	\$3,644	\$4,993	\$3,209	\$3,074	\$4,111	\$2,148	\$3,034	\$3,917	\$4,492	\$1,645	\$2,771
CB64	6	\$3,644	\$4,993	\$3,209	\$3,074	\$4,111	\$2,148	\$3,034	\$3,917	\$4,492	\$1,645	\$2,771
CB434	6	\$3,644	\$4,993	\$3,209	\$3,074	\$4,111	\$2,148	\$3,034	\$3,917	\$4,492	\$1,645	\$2,771
CB534	6	\$3,644	\$4,993	\$3,209	\$3,074	\$4,111	\$2,148	\$3,034	\$3,917	\$4,492	\$1,645	\$2,771
CB564	6	\$3,644	\$4,993	\$3,209	\$3,074	\$4,111	\$2,148	\$3,034	\$3,917	\$4,492	\$1,645	\$2,771
CC24	6	\$3,644	\$4,993	\$3,209	\$3,074	\$4,111	\$2,148	\$3,034	\$3,917	\$4,492	\$1,645	\$2,771
CC34	6	\$3,210	\$4,426	\$2,818	\$2,767	\$3,583	\$1,933	\$2,681	\$3,427	\$3,943	\$1,466	\$2,424
CD54	6	\$3,644	\$4,993	\$3,209	\$3,074	\$4,111	\$2,148	\$3,034	\$3,917	\$4,492	\$1,645	\$2,771

## Soil Compactors

Unit	Ship From	1	2	3	4	5	6	7	8	9	10	11
CS44	6	\$3,644	\$4,993	\$3,209	\$3,074	\$4,111	\$2,148	\$3,034	\$3,917	\$4,492	\$1,645	\$2,771
CS54	6	\$3,644	\$4,993	\$3,209	\$3,074	\$4,111	\$2,148	\$3,034	\$3,917	\$4,492	\$1,645	\$2,771

NUPA Contract

## LANDSTAR - ELEVEN SHIPPING ZONES : Freight Rates: Based on a "Ship From" zone to Destination State Zone

## Shipping Zones - Based on Destination States

Product:		NY, PA, NJ	VT, NH, ME	VA, WV, NC	OH, IN,	FL, GA	WI, MN,	CO, NM	WA, OR	CA, NV	NE, KS	TX, OK
		DE, MD	RI, MA, CT	KY, TN	MI, IL	SC, AL	ND, SD	WY, UT	ID, MT	AZ	MO, IA, LA, AK, MS	
CS56	6	\$3,644	\$4,993	\$3,209	\$3,074	\$4,111	\$2,148	\$3,034	\$3,917	\$4,492	\$1,645	\$2,771
CS64	6	\$3,644	\$4,993	\$3,209	\$3,074	\$4,111	\$2,148	\$3,034	\$3,917	\$4,492	\$1,645	\$2,771
CS74	6	\$3,644	\$4,993	\$3,209	\$3,074	\$4,111	\$2,148	\$3,034	\$3,917	\$4,492	\$1,645	\$2,771
CS76	6	\$3,644	\$4,993	\$3,209	\$3,074	\$4,111	\$2,148	\$3,034	\$3,917	\$4,492	\$1,645	\$2,771
CS323	6	\$3,210	\$4,426	\$2,818	\$2,767	\$3,583	\$1,933	\$2,681	\$3,427	\$3,943	\$1,466	\$2,424
CS423	6	\$3,644	\$4,993	\$3,209	\$3,074	\$4,111	\$2,148	\$3,034	\$3,917	\$4,492	\$1,645	\$2,771
CS433	6	\$3,644	\$4,993	\$3,209	\$3,074	\$4,111	\$2,148	\$3,034	\$3,917	\$4,492	\$1,645	\$2,771
CP56	6	\$3,644	\$4,993	\$3,209	\$3,074	\$4,111	\$2,148	\$3,034	\$3,917	\$4,492	\$1,645	\$2,771
CP64	6	\$3,644	\$4,993	\$3,209	\$3,074	\$4,111	\$2,148	\$3,034	\$3,917	\$4,492	\$1,645	\$2,771
CP76	6	\$3,644	\$4,993	\$3,209	\$3,074	\$4,111	\$2,148	\$3,034	\$3,917	\$4,492	\$1,645	\$2,771
CP323	6	\$3,210	\$4,426	\$2,818	\$2,767	\$3,583	\$1,933	\$2,681	\$3,427	\$3,943	\$1,466	\$2,424
CP433	6	\$3,644	\$4,993	\$3,209	\$3,074	\$4,111	\$2,148	\$3,034	\$3,917	\$4,492	\$1,645	\$2,771

## Track Type Tractors

Unit	Ship From	1	2	3	4	5	6	7	8	9	10	11
D3K	5	\$3,312	\$4,500	\$2,558	\$3,794	\$1,142	\$5,676	\$6,060	\$8,083	\$7,879	\$4,978	\$2,810
	11	\$4,565	\$6,485	\$4,538	\$4,298	\$2,810	\$4,459	\$4,260	\$6,014	\$5,443	\$3,276	\$2,861
D4K	5	\$3,312	\$4,500	\$2,558	\$3,794	\$1,142	\$5,676	\$6,060	\$8,083	\$7,879	\$4,978	\$2,810
	11	\$4,565	\$6,485	\$4,538	\$4,298	\$2,810	\$4,459	\$4,260	\$6,014	\$5,443	\$3,276	\$2,861
D5K	5	\$3,312	\$4,500	\$2,558	\$3,794	\$1,142	\$5,676	\$6,060	\$8,083	\$7,879	\$4,978	\$2,810
	11	\$4,565	\$6,485	\$4,538	\$4,298	\$2,810	\$4,459	\$4,260	\$6,014	\$5,443	\$3,276	\$2,861
D6K	5	\$3,312	\$4,500	\$2,558	\$3,794	\$1,142	\$5,676	\$6,060	\$8,083	\$7,879	\$4,978	\$2,810
	11	\$4,565	\$6,485	\$4,538	\$4,298	\$2,810	\$4,459	\$4,260	\$6,014	\$5,443	\$3,276	\$2,861
D6N	5	\$3,312	\$4,500	\$2,558	\$3,794	\$1,142	\$5,676	\$6,060	\$8,083	\$7,879	\$4,978	\$2,810
	11	\$4,565	\$6,485	\$4,538	\$4,298	\$2,810	\$4,459	\$4,260	\$6,014	\$5,443	\$3,276	\$2,861
D6T	4	\$4,266	\$5,760	\$4,170	\$2,430	\$5,040	\$4,038	\$6,192	\$8,454	\$8,082	\$2,640	\$4,920
D7R	4	\$5,490	\$7,440	\$5,400	\$2,862	\$6,600	\$5,040	\$7,182	\$10,998	\$10,470	\$3,432	\$6,448
D7E	4	\$5,490	\$7,440	\$5,400	\$2,862	\$6,600	\$5,040	\$7,182	\$10,998	\$10,470	\$3,432	\$6,448
D8T	4	\$6,792	\$9,180	\$6,690	\$3,510	\$8,280	\$6,030	\$8,682	\$14,040	\$15,750	\$4,782	\$7,800
D9T	4	\$7,236	\$13,853	\$8,682	\$5,933	\$13,284	\$9,250	\$13,344	\$17,959	\$18,306	\$6,774	\$11,354
D10T	4	\$12,663	\$24,242	\$15,194	\$10,382	\$23,247	\$16,187	\$23,352	\$31,429	\$32,036	\$11,855	\$19,870

## Integrated 100 Carries

Unit	Ship From	1	2	3	4	5	6	7	8	9	10	11
IT14	3	\$2,122	\$3,394	\$2,327	\$1,958	\$2,462	\$4,166	\$5,678	\$7,597	\$7,231	\$3,720	\$3,796
NJPT Contract	3	\$2,696	\$4,361	\$2,886	\$2,832	\$3,178	\$5,597	\$7,663	\$10,036	\$9,338	\$5,341	\$5,665

## LANDSTAR - ELEVEN SHIPPING ZONES : Freight Rates: Based on a "Ship From" zone to Destination State Zone

## Shipping Zones - Based on Destination States

Product: NY, PA, NJ VT, NH, ME VA, WV, NC OH, IN, FL, GA WI, MN, CO, NM WA, OR CA, NV NE, KS TX, OK  
 IT62 3 \$3,101 \$5,015 \$3,319 \$3,257 \$3,654 \$6,436 \$8,813 \$11,541 \$10,739 \$6,142 \$6,515

## Wheeled Excavators

Unit	Ship From	1	2	3	4	5	6	7	8	9	10	11
M313	5	\$4,583	\$6,726	\$3,116	\$5,453	\$1,944	\$7,884	\$8,651	\$14,604	\$12,650	\$6,071	\$6,230
	11	\$8,066	\$10,122	\$4,218	\$6,353	\$4,944	\$6,006	\$6,048	\$10,991	\$8,321	\$4,666	\$2,976
M315	5	\$4,639	\$6,809	\$3,154	\$5,520	\$1,968	\$7,980	\$8,758	\$14,784	\$12,806	\$6,145	\$6,307
	11	\$8,171	\$8,939	\$4,272	\$6,436	\$5,008	\$6,084	\$6,126	\$11,134	\$8,429	\$4,727	\$3,013
M316	5	\$4,651	\$6,826	\$3,161	\$5,533	\$1,973	\$7,999	\$8,778	\$14,820	\$12,838	\$6,160	\$6,323
	11	\$8,213	\$10,306	\$4,294	\$6,468	\$5,033	\$6,115	\$6,534	\$11,190	\$8,472	\$4,752	\$3,030
M318	5	\$4,786	\$7,025	\$3,253	\$5,695	\$2,030	\$8,233	\$9,035	\$15,253	\$13,212	\$6,340	\$6,506
	11	\$8,443	\$10,595	\$4,416	\$6,650	\$5,174	\$6,287	\$6,330	\$11,504	\$8,710	\$4,884	\$3,114
M322	5	\$4,843	\$7,108	\$3,293	\$5,762	\$2,054	\$8,330	\$9,142	\$15,433	\$13,368	\$6,415	\$6,583
	11	\$8,548	\$10,727	\$4,470	\$6,732	\$5,239	\$6,365	\$6,409	\$11,647	\$8,818	\$4,093	\$3,394
M325	5	\$4,843	\$7,108	\$3,293	\$5,762	\$2,054	\$8,330	\$9,142	\$15,433	\$13,368	\$6,415	\$6,583
	11	\$8,548	\$10,727	\$4,470	\$6,732	\$5,239	\$6,365	\$6,409	\$11,647	\$8,818	\$4,093	\$3,394

## Cold Planes

Unit	Ship From	1	2	3	4	5	6	7	8	9	10	11
PM102	6	\$8,190	\$10,710	\$7,386	\$5,789	\$9,952	\$4,056	\$6,660	\$9,244	\$10,343	\$3,398	\$6,536
PM200	6	\$8,190	\$10,710	\$7,386	\$5,789	\$9,952	\$4,056	\$6,660	\$9,244	\$10,343	\$3,398	\$6,536
PM201	6	\$8,190	\$10,710	\$7,386	\$5,789	\$9,952	\$4,056	\$6,660	\$9,244	\$10,343	\$3,398	\$6,536

## Pneumatic Compactors

Unit	Ship From	1	2	3	4	5	6	7	8	9	10	11
PS150	6	\$3,644	\$4,993	\$3,209	\$3,074	\$4,111	\$2,148	\$3,034	\$3,917	\$4,492	\$1,645	\$2,771
PS360	6	\$3,644	\$4,993	\$3,209	\$3,074	\$4,111	\$2,148	\$3,034	\$3,917	\$4,492	\$1,645	\$2,771

## Rotary Mixers

Unit	Ship From	1	2	3	4	5	6	7	8	9	10	11
RM300	6	\$5,380	\$7,034	\$4,850	\$3,802	\$6,535	\$2,663	\$4,375	\$6,071	\$6,792	\$2,218	\$4,294
RM500	6	\$5,674	\$7,444	\$5,118	\$2,074	\$6,894	\$2,809	\$4,812	\$6,403	\$7,165	\$2,339	\$4,529

## Towed Scrapers

Unit	Ship From	1	2	3	4	5	6	7	8	9	10	11
TS180	4	\$2,939	\$3,828	\$3,476	\$1,801	\$4,339	\$1,974	\$4,059	\$4,963	\$5,194	\$2,213	\$3,712
TS220	4	\$2,939	\$3,828	\$3,476	\$1,801	\$4,339	\$1,974	\$4,059	\$4,963	\$5,194	\$2,213	\$3,712

## Motor Graders

Unit	Ship From	1	2	3	4	5	6	7	8	9	10	11
NJP M100	1											

## LANDSTAR - ELEVEN SHIPPING ZONES : Freight Rates: Based on a "Ship From" zone to Destination State Zone

## Shipping Zones - Based on Destination States

Product:		NY, PA, NJ	VT, NH, ME	VA, WV, NC	OH, IN,	FL, GA	WI, MN,	CO, NM	WA, OR	CA, NV	NE, KS	TX, OK
		DE, MD	RI, MA, CT	KY, TN	MI, IL	SC, AL	ND, SD	WY, UT	ID, MT	AZ	MO, IA	LA, AK, MS
12	4	\$3,564	\$5,219	\$3,006	\$1,968	\$4,762	\$3,702	\$5,026	\$7,913	\$7,894	\$2,113	\$3,948
14	4	\$4,310	\$6,313	\$3,636	\$2,380	\$5,760	\$4,478	\$6,079	\$9,572	\$9,548	\$2,556	\$4,774
120	4	\$3,449	\$5,051	\$2,909	\$1,904	\$4,608	\$3,582	\$4,864	\$7,657	\$7,639	\$2,045	\$3,820
140	4	\$3,564	\$5,219	\$3,006	\$1,968	\$4,762	\$3,702	\$5,026	\$7,913	\$7,894	\$2,113	\$3,948
160	4	\$3,576	\$5,243	\$3,054	\$1,992	\$4,795	\$3,720	\$5,046	\$7,924	\$7,932	\$2,140	\$3,966

## Skid Steer Loaders

Unit	Ship From	1	2	3	4	5	6	7	8	9	10	11
216	5	\$3,031	\$4,085	\$2,382	\$3,578	\$1,022	\$5,190	\$5,526	\$8,984	\$7,219	\$4,723	\$2,426
226	5	\$3,031	\$4,085	\$2,382	\$3,578	\$1,022	\$5,190	\$5,526	\$8,984	\$7,219	\$4,723	\$2,426
232	5	\$3,031	\$4,085	\$2,382	\$3,578	\$1,022	\$5,190	\$5,526	\$8,984	\$7,219	\$4,723	\$2,426
236	5	\$3,031	\$4,085	\$2,382	\$3,578	\$1,022	\$5,190	\$5,526	\$8,984	\$7,219	\$4,723	\$2,426
242	5	\$3,031	\$4,085	\$2,382	\$3,578	\$1,022	\$5,190	\$5,526	\$8,984	\$7,219	\$4,723	\$2,426
246	5	\$3,031	\$4,085	\$2,382	\$3,578	\$1,022	\$5,190	\$5,526	\$8,984	\$7,219	\$4,723	\$2,426
248	5	\$3,031	\$4,085	\$2,382	\$3,578	\$1,022	\$5,190	\$5,526	\$8,984	\$7,219	\$4,723	\$2,426
252	5	\$3,031	\$4,085	\$2,382	\$3,578	\$1,022	\$5,190	\$5,526	\$8,984	\$7,219	\$4,723	\$2,426
256	5	\$3,031	\$4,085	\$2,382	\$3,578	\$1,022	\$5,190	\$5,526	\$8,984	\$7,219	\$4,723	\$2,426
262	5	\$3,031	\$4,085	\$2,382	\$3,578	\$1,022	\$5,190	\$5,526	\$8,984	\$7,219	\$4,723	\$2,426
268	5	\$3,031	\$4,085	\$2,382	\$3,578	\$1,022	\$5,190	\$5,526	\$8,984	\$7,219	\$4,723	\$2,426
272	5	\$3,031	\$4,085	\$2,382	\$3,578	\$1,022	\$5,190	\$5,526	\$8,984	\$7,219	\$4,723	\$2,426

## Multi-Grain Loaders

Unit	Ship From	1	2	3	4	5	6	7	8	9	10	11
227	5	\$3,031	\$4,085	\$2,382	\$3,578	\$1,022	\$5,190	\$5,526	\$8,984	\$7,219	\$4,723	\$2,426
247	5	\$3,031	\$4,085	\$2,382	\$3,578	\$1,022	\$5,190	\$5,526	\$8,984	\$7,219	\$4,723	\$2,426
257	5	\$3,031	\$4,085	\$2,382	\$3,578	\$1,022	\$5,190	\$5,526	\$8,984	\$7,219	\$4,723	\$2,426
267	5	\$3,031	\$4,085	\$2,382	\$3,578	\$1,022	\$5,190	\$5,526	\$8,984	\$7,219	\$4,723	\$2,426
277	5	\$3,031	\$4,085	\$2,382	\$3,578	\$1,022	\$5,190	\$5,526	\$8,984	\$7,219	\$4,723	\$2,426
287	5	\$3,031	\$4,085	\$2,382	\$3,578	\$1,022	\$5,190	\$5,526	\$8,984	\$7,219	\$4,723	\$2,426
297	5	\$3,031	\$4,085	\$2,382	\$3,578	\$1,022	\$5,190	\$5,526	\$8,984	\$7,219	\$4,723	\$2,426

## Compact Tractor Loaders

Unit	Ship From	1	2	3	4	5	6	7	8	9	10	11
259	5	\$3,031	\$4,085	\$2,382	\$3,578	\$1,022	\$5,190	\$5,526	\$8,984	\$7,219	\$4,723	\$2,426
279	5	\$3,031	\$4,085	\$2,382	\$3,578	\$1,022	\$5,190	\$5,526	\$8,984	\$7,219	\$4,723	\$2,426
289	5	\$3,031	\$4,085	\$2,382	\$3,578	\$1,022	\$5,190	\$5,526	\$8,984	\$7,219	\$4,723	\$2,426
NIPR Contract	5	\$3,031	\$4,085	\$2,382	\$3,578	\$1,022	\$5,190	\$5,526	\$8,984	\$7,219	\$4,723	\$2,426

## LANDSTAR - ELEVEN SHIPPING ZONES : Freight Rates: Based on a "Ship From" zone to Destination State Zone

## Shipping Zones - Based on Destination States

Product:	Hydraulic Excavators																					
	NY, PA, NJ		VT, NH, ME		VA, WV, NC		OH, IN,		FL, GA		WI, MN,		CO, NM		WA, OR		CA, NV		NE, KS		TX, OK	
	DE, MD	RI, MA, CT	KY, TN	MI, IL	SC, AL	ND, SD	WY, UT	ID, MT	AZ	MO, IA	LA, AK, MS											
Unit	Ship From	1	2	3	4	5	6	7	8	9	10	11										
300.9	5	\$3,031	\$4,085	\$2,382	\$3,578	\$1,022	\$5,190	\$5,526	\$8,984	\$7,219	\$4,723	\$2,426										
	11	\$4,042	\$5,828	\$4,253	\$3,887	\$2,510	\$4,069	\$3,900	\$5,414	\$4,939	\$2,976	\$2,561										
301.4	5	\$3,031	\$4,085	\$2,382	\$3,578	\$1,022	\$5,190	\$5,526	\$8,984	\$7,219	\$4,723	\$2,426										
	11	\$4,042	\$5,828	\$4,253	\$3,887	\$2,510	\$4,069	\$3,900	\$5,414	\$4,939	\$2,976	\$2,561										
301.5	5	\$3,031	\$4,085	\$2,382	\$3,578	\$1,022	\$5,190	\$5,526	\$8,984	\$7,219	\$4,723	\$2,426										
	11	\$4,042	\$5,828	\$4,253	\$3,887	\$2,510	\$4,069	\$3,900	\$5,414	\$4,939	\$2,976	\$2,561										
301.8	5	\$3,031	\$4,085	\$2,382	\$3,578	\$1,022	\$5,190	\$5,526	\$8,984	\$7,219	\$4,723	\$2,426										
	11	\$4,042	\$5,828	\$4,265	\$3,887	\$2,510	\$4,069	\$3,900	\$5,414	\$4,939	\$2,976	\$2,561										
302.5	5	\$3,031	\$4,085	\$2,382	\$3,578	\$1,022	\$5,190	\$5,526	\$8,984	\$7,219	\$4,723	\$2,426										
	11	\$4,042	\$5,828	\$4,265	\$3,887	\$2,510	\$4,069	\$3,900	\$5,414	\$4,939	\$2,976	\$2,561										
303	5	\$3,031	\$4,085	\$2,382	\$3,578	\$1,022	\$5,190	\$5,526	\$8,984	\$7,219	\$4,723	\$2,426										
	11	\$4,042	\$5,828	\$4,265	\$3,887	\$2,510	\$4,069	\$3,900	\$5,414	\$4,939	\$2,976	\$2,561										
303.5	5	\$3,031	\$4,085	\$2,382	\$3,578	\$1,022	\$5,190	\$5,526	\$8,984	\$7,219	\$4,723	\$2,426										
	11	\$4,042	\$5,828	\$4,265	\$3,887	\$2,510	\$4,069	\$3,900	\$5,414	\$4,939	\$2,976	\$2,561										
304	5	\$3,312	\$4,500	\$2,558	\$3,794	\$1,142	\$5,676	\$6,060	\$8,083	\$7,879	\$4,978	\$2,810										
	11	\$4,565	\$6,485	\$4,538	\$4,298	\$2,810	\$4,459	\$4,260	\$6,014	\$5,443	\$3,276	\$2,861										
305	5	\$3,312	\$4,500	\$2,558	\$3,794	\$1,142	\$5,676	\$6,060	\$8,083	\$7,879	\$4,978	\$2,810										
	11	\$4,565	\$6,485	\$4,538	\$4,298	\$2,810	\$4,459	\$4,260	\$6,014	\$5,443	\$3,276	\$2,861										
305.5	5	\$3,312	\$4,500	\$2,558	\$3,794	\$1,142	\$5,676	\$6,060	\$8,083	\$7,879	\$4,978	\$2,810										
	11	\$4,565	\$6,485	\$4,538	\$4,298	\$2,810	\$4,459	\$4,260	\$6,014	\$5,443	\$3,276	\$2,861										
307	5	\$3,312	\$4,500	\$2,558	\$3,794	\$1,142	\$5,676	\$6,060	\$8,083	\$7,879	\$4,978	\$2,810										
	11	\$4,565	\$6,485	\$4,538	\$4,298	\$2,810	\$4,459	\$4,260	\$6,014	\$5,443	\$3,276	\$2,861										
308	5	\$3,312	\$4,500	\$2,558	\$3,794	\$1,142	\$5,676	\$6,060	\$8,083	\$7,879	\$4,978	\$2,810										
	11	\$4,565	\$6,485	\$4,538	\$4,298	\$2,810	\$4,459	\$4,260	\$6,014	\$5,443	\$3,276	\$2,861										
311	5	\$3,312	\$4,500	\$2,558	\$3,794	\$1,142	\$5,676	\$6,060	\$8,083	\$7,879	\$4,978	\$2,810										
	11	\$4,565	\$6,485	\$4,538	\$4,298	\$2,810	\$4,459	\$4,260	\$6,014	\$5,443	\$3,276	\$2,861										
312	5	\$3,312	\$4,500	\$2,558	\$3,794	\$1,142	\$5,676	\$6,060	\$8,083	\$7,879	\$4,978	\$2,810										
	11	\$4,565	\$6,485	\$4,538	\$4,298	\$2,810	\$4,459	\$4,260	\$6,014	\$5,443	\$3,276	\$2,861										
314	5	\$3,312	\$4,500	\$2,558	\$3,794	\$1,142	\$5,676	\$6,060	\$8,083	\$7,879	\$4,978	\$2,810										
	11	\$4,565	\$6,485	\$4,538	\$4,298	\$2,810	\$4,459	\$4,260	\$6,014	\$5,443	\$3,276	\$2,861										
315	5	\$3,312	\$4,500	\$2,558	\$3,794	\$1,142	\$5,676	\$6,060	\$8,083	\$7,879	\$4,978	\$2,810										
	11	\$4,565	\$6,485	\$4,538	\$4,298	\$2,810	\$4,459	\$4,260	\$6,014	\$5,443	\$3,276	\$2,861										
NJPA Contract	11	\$4,565	\$6,485	\$4,538	\$4,298	\$2,810	\$4,459	\$4,260	\$6,014	\$5,443	\$3,276	\$2,861										

## LANDSTAR - ELEVEN SHIPPING ZONES : Freight Rates: Based on a "Ship From" zone to Destination State Zone

## Shipping Zones - Based on Destination States

Product:		NV, PA, NJ	VT, NH, ME	VA, WV, NC	OH, IN,	FL, GA	WI, MN,	CO, NM	WA, OR	CA, NV	NE, KS	TX, OK
		DE, MD	RI, MA, CT	KY, TN	MI, IL	SC, AL	ND, SD	WY, UT	ID, MT	AZ	MO, IA, LA, AK, MS	
318	5	\$4,968	\$6,750	\$3,838	\$5,692	\$1,714	\$8,514	\$9,090	\$12,125	\$11,819	\$7,466	\$4,216
	11	\$6,847	\$9,727	\$6,808	\$6,448	\$4,216	\$6,689	\$6,390	\$9,022	\$8,165	\$4,914	\$4,291
319	5	\$4,968	\$6,750	\$3,838	\$5,692	\$1,714	\$8,514	\$9,090	\$12,125	\$11,819	\$7,466	\$4,216
	11	\$6,847	\$9,727	\$6,808	\$6,448	\$4,216	\$6,689	\$6,390	\$9,022	\$8,165	\$4,914	\$4,291
320	5	\$4,968	\$6,750	\$3,838	\$5,692	\$1,714	\$8,514	\$9,090	\$12,125	\$11,819	\$7,466	\$4,216
	11	\$6,847	\$9,727	\$6,808	\$6,448	\$4,216	\$6,689	\$6,390	\$9,022	\$8,165	\$4,914	\$4,291
321	5	\$4,968	\$6,750	\$3,838	\$5,692	\$1,714	\$8,514	\$9,090	\$12,125	\$11,819	\$7,466	\$4,216
	11	\$6,847	\$9,727	\$6,808	\$6,448	\$4,216	\$6,689	\$6,390	\$9,022	\$8,165	\$4,914	\$4,291
322	5	\$3,312	\$4,500	\$2,558	\$3,794	\$1,142	\$5,676	\$6,060	\$8,083	\$7,879	\$4,978	\$2,810
	11	\$4,565	\$6,485	\$4,538	\$4,298	\$2,810	\$4,459	\$4,260	\$6,014	\$5,443	\$3,276	\$2,861
324	5	\$3,312	\$4,500	\$2,558	\$3,794	\$1,142	\$5,676	\$6,060	\$8,083	\$7,879	\$4,978	\$2,810
	11	\$4,565	\$6,485	\$4,538	\$4,298	\$2,810	\$4,459	\$4,260	\$6,014	\$5,443	\$3,276	\$2,861
325	4	\$5,910	\$8,644	\$4,925	\$3,694	\$7,831	\$5,730	\$8,182	\$12,865	\$12,853	\$3,694	\$6,482
328	4	\$5,910	\$8,644	\$4,925	\$3,694	\$7,831	\$5,730	\$8,182	\$12,865	\$12,853	\$3,694	\$6,482
329	4	\$5,910	\$8,644	\$4,925	\$3,694	\$7,831	\$5,730	\$8,182	\$12,865	\$12,853	\$3,694	\$6,482
330	4	\$6,612	\$9,671	\$5,510	\$4,140	\$8,762	\$6,289	\$9,155	\$14,395	\$14,382	\$4,133	\$7,253
336	4	\$6,612	\$9,671	\$5,510	\$4,140	\$8,762	\$6,289	\$9,155	\$14,395	\$14,382	\$4,133	\$7,253
345	4	\$7,934	\$11,605	\$6,612	\$4,968	\$10,514	\$7,547	\$10,986	\$17,274	\$17,258	\$4,960	\$8,704
349	4	\$7,934	\$11,605	\$6,612	\$4,968	\$10,514	\$7,547	\$10,986	\$17,274	\$17,258	\$4,960	\$8,704

## Backhoe Loaders

Unit	Ship From	1	2	3	4	5	6	7	8	9	10	11
414	3	\$3,031	\$4,085	\$2,382	\$3,578	\$2,426	\$5,190	\$5,526	\$8,984	\$7,219	\$4,723	\$2,426
416	3	\$3,031	\$4,085	\$2,382	\$3,578	\$2,426	\$5,190	\$5,526	\$8,984	\$7,219	\$4,723	\$2,426
420	3	\$3,031	\$4,085	\$2,382	\$3,578	\$2,426	\$5,190	\$5,526	\$8,984	\$7,219	\$4,723	\$2,426
430	3	\$3,031	\$4,085	\$2,382	\$3,578	\$2,426	\$5,190	\$5,526	\$8,984	\$7,219	\$4,723	\$2,426
450	3	\$3,031	\$4,085	\$2,382	\$3,578	\$2,426	\$5,190	\$5,526	\$8,984	\$7,219	\$4,723	\$2,426

## Wheel Loader Scrapers

Unit	Ship From	1	2	3	4	5	6	7	8	9	10	11
613	4	\$2,472	\$3,698	\$2,040	\$1,460	\$3,190	\$2,602	\$3,571	\$4,843	\$5,052	\$1,950	\$2,878
615	4	\$4,639	\$6,792	\$4,256	\$2,488	\$6,545	\$4,558	\$6,574	\$10,020	\$10,214	\$3,320	\$5,594
621	4	\$6,304	\$9,229	\$5,784	\$3,953	\$8,893	\$6,192	\$8,933	\$13,616	\$13,880	\$4,513	\$7,602
623	4	\$7,006	\$10,255	\$6,427	\$4,392	\$9,882	\$6,881	\$9,926	\$15,130	\$15,424	\$5,014	\$8,447
NJP Contract	4	\$7,006	\$10,255	\$6,427	\$4,392	\$9,882	\$6,881	\$9,926	\$15,130	\$15,424	\$5,014	\$8,447

## LANDSTAR - ELEVEN SHIPPING ZONES : Freight Rates: Based on a "Ship From" zone to Destination State Zone

## Shipping Zones - Based on Destination States

Product:	NY, PA, NJ	VT, NH, ME	VA, WV, NC	OH, IN,	FL, GA	WI, MN,	CO, NM	WA, OR	CA, NV	NE, KS	TX, OK
	DE, MD	RI, MA, CT	KY, TN	MI, IL	SC, AL	ND, SD	WY, UT	ID, MT	AZ	MO, IA, LA, AK, MS	

## Articulated Trucks

Unit	Ship From	1	2	3	4	5	6	7	8	9	10	11
725	5	\$4,843	\$7,108	\$3,293	\$5,762	\$2,054	\$8,330	\$9,142	\$15,433	\$13,368	\$6,415	\$6,583
	11	\$8,548	\$10,727	\$4,470	\$6,732	\$5,239	\$6,365	\$6,409	\$11,647	\$8,818	\$4,093	\$3,394
730	5	\$4,843	\$7,108	\$3,293	\$5,762	\$2,054	\$8,330	\$9,142	\$15,433	\$1,368	\$6,415	\$6,583
	11	\$8,548	\$10,727	\$4,470	\$6,732	\$5,239	\$6,365	\$6,409	\$11,647	\$8,818	\$4,093	\$3,394
735	5	\$5,578	\$8,188	\$3,792	\$6,637	\$2,366	\$9,595	\$10,530	\$17,778	\$15,406	\$7,390	\$7,584
	11	\$10,328	\$12,961	\$5,402	\$8,134	\$6,331	\$7,691	\$7,744	\$14,074	\$10,654	\$5,975	\$3,810
740	5	\$5,748	\$8,436	\$3,907	\$6,839	\$3,658	\$9,887	\$10,850	\$18,318	\$15,868	\$7,613	\$7,814
	11	\$10,643	\$13,356	\$5,566	\$8,382	\$6,523	\$7,925	\$7,980	\$15,366	\$13,140	\$7,290	\$3,926

## Wheel Loaders

Unit	Ship From	1	2	3	4	5	6	7	8	9	10	11
814	4	\$5,340	\$7,414	\$4,646	\$2,716	\$7,145	\$4,974	\$7,176	\$10,938	\$11,150	\$3,625	\$6,107
824	4	\$7,236	\$13,853	\$8,682	\$5,933	\$13,284	\$9,250	\$13,344	\$17,959	\$18,306	\$6,774	\$11,354
824(B)	4	\$2,184	\$3,277	\$1,800	\$1,301	\$2,808	\$2,328	\$3,173	\$4,217	\$4,426	\$1,770	\$2,562

## Landfill Compactors

Unit	Ship From	1	2	3	4	5	6	7	8	9	10	11
816	4	\$5,340	\$7,414	\$4,646	\$2,716	\$7,145	\$4,974	\$7,176	\$10,938	\$11,150	\$3,625	\$6,107
826	4	\$7,236	\$13,853	\$8,682	\$5,933	\$13,284	\$9,250	\$13,344	\$17,959	\$18,306	\$6,774	\$11,354
826(B)	4	\$2,184	\$3,277	\$1,800	\$1,301	\$2,808	\$2,328	\$3,173	\$4,217	\$4,426	\$1,770	\$2,562
836	4	\$15,150	\$20,477	\$12,833	\$8,770	\$19,732	\$13,739	\$18,187	\$25,250	\$25,738	\$10,012	\$15,481
836(B)	4	\$2,184	\$3,277	\$1,800	\$1,301	\$2,808	\$2,328	\$3,173	\$4,217	\$4,426	\$1,770	\$2,562

## Wheel Loaders

Unit	Ship From	1	2	3	4	5	6	7	8	9	10	11
904	1	\$1,607	\$4,015	\$1,607	\$3,158	\$1,607	\$5,109	\$7,635	\$10,363	\$9,559	\$4,274	\$6,233
904	9	\$4,565	\$6,485	\$4,538	\$4,298	\$9,559	\$4,459	\$4,260	\$6,014	\$5,443	\$3,276	\$2,861
904	11	\$3,980	\$5,389	\$2,081	\$3,134	\$2,376	\$3,354	\$3,612	\$5,424	\$4,862	\$2,606	\$1,699
906	1	\$1,607	\$4,015	\$1,607	\$3,158	\$1,607	\$5,109	\$7,635	\$10,363	\$9,559	\$4,274	\$6,233
906	9	\$4,565	\$6,485	\$4,538	\$4,298	\$9,559	\$4,459	\$4,260	\$6,014	\$5,443	\$3,276	\$2,861
906	11	\$3,980	\$5,389	\$2,081	\$3,134	\$2,376	\$3,354	\$3,612	\$5,424	\$4,862	\$2,606	\$1,699
907	1	\$1,607	\$4,015	\$1,607	\$3,158	\$1,607	\$5,109	\$7,635	\$10,363	\$9,559	\$4,274	\$6,233
907	9	\$4,565	\$6,485	\$4,538	\$4,298	\$9,559	\$4,459	\$4,260	\$6,014	\$5,443	\$3,276	\$2,861
907	11	\$3,980	\$5,389	\$2,081	\$3,134	\$2,376	\$3,354	\$3,612	\$5,424	\$4,862	\$2,606	\$1,699
NJP@Contract	1	\$1,607	\$4,015	\$1,607	\$3,158	\$1,607	\$5,109	\$7,635	\$10,363	\$9,559	\$4,274	\$6,233

## LANDSTAR - ELEVEN SHIPPING ZONES : Freight Rates: Based on a "Ship From" zone to Destination State Zone

## Shipping Zones - Based on Destination States

Product:		NY, PA, NJ	VT, NH, ME	VA, WV, NC	OH, IN,	FL, GA	WI, MN,	CO, NM	WA, OR	CA, NV	NE, KS	TX, OK
		DE, MD	RI, MA, CT	KY, TN	MI, IL	SC, AL	ND, SD	WY, UT	ID, MT	AZ	MO, IA, LA, AK, MS	
908	9	\$4,565	\$6,485	\$4,538	\$4,298	\$9,559	\$4,459	\$4,260	\$6,014	\$5,443	\$3,276	\$2,861
908	11	\$3,980	\$5,389	\$2,081	\$3,134	\$2,376	\$3,354	\$3,612	\$5,424	\$4,862	\$2,606	\$1,699
914	1	\$2,853	\$4,015	\$2,789	\$3,158	\$2,789	\$5,109	\$7,635	\$10,363	\$9,559	\$4,274	\$6,233
914	9	\$4,565	\$6,485	\$4,538	\$4,298	\$9,559	\$4,459	\$4,260	\$6,014	\$5,443	\$3,276	\$2,861
914	11	\$3,980	\$5,389	\$2,081	\$3,134	\$2,376	\$3,354	\$3,612	\$5,424	\$4,862	\$2,606	\$1,699
924	3	\$2,696	\$4,361	\$2,886	\$2,832	\$3,178	\$5,597	\$7,663	\$10,036	\$9,338	\$5,341	\$5,665
928	3	\$2,696	\$4,361	\$2,886	\$2,832	\$3,178	\$5,597	\$7,663	\$10,036	\$9,338	\$5,341	\$5,665
930	3	\$2,696	\$4,361	\$2,886	\$2,832	\$3,178	\$5,597	\$7,663	\$10,036	\$9,338	\$5,341	\$5,665
938	4	\$3,445	\$5,044	\$3,161	\$1,847	\$4,860	\$3,384	\$4,882	\$7,441	\$7,585	\$2,466	\$4,154
950	4	\$3,502	\$5,128	\$3,214	\$1,878	\$4,942	\$3,440	\$4,963	\$7,565	\$7,711	\$2,507	\$4,223
962	4	\$3,502	\$5,128	\$3,214	\$1,878	\$4,942	\$3,440	\$4,963	\$7,565	\$7,711	\$2,507	\$4,223
966	4	\$3,686	\$5,497	\$3,445	\$2,014	\$5,298	\$3,689	\$5,321	\$8,111	\$8,267	\$2,687	\$4,529
972	4	\$4,226	\$6,186	\$3,877	\$2,266	\$5,962	\$4,152	\$5,988	\$9,128	\$9,304	\$3,025	\$5,096
980	4	\$10,420	\$15,326	\$8,072	\$8,836	\$9,197	\$5,656	\$7,459	\$16,340	\$17,464	\$4,386	\$8,654

Unit	Ship From	1	2	3	4	5	6	7	8	9	10	11
953	5	\$2,546	\$3,820	\$1,654	\$2,558	\$1,200	\$4,184	\$4,699	\$7,031	\$6,403	\$2,923	\$3,230
	11	\$3,980	\$5,389	\$2,081	\$3,134	\$2,376	\$3,354	\$3,612	\$5,424	\$4,862	\$2,606	\$1,699
963	5	\$3,395	\$4,982	\$2,191	\$3,838	\$1,440	\$5,546	\$6,088	\$10,277	\$8,902	\$4,271	\$4,385
	11	\$6,286	\$7,888	\$3,124	\$4,703	\$3,660	\$4,446	\$4,477	\$8,136	\$6,158	\$3,454	\$2,202
973	5	\$3,858	\$4,944	\$2,623	\$4,591	\$1,637	\$6,637	\$7,284	\$12,296	\$10,651	\$5,111	\$5,246
	11	\$7,145	\$8,965	\$3,736	\$5,627	\$4,379	\$5,320	\$5,357	\$9,734	\$7,369	\$4,133	\$2,635

Unit	Ship From	1	2	3	4	5	6	7	8	9	10	11
CT660	5	\$2,500	\$2,500	\$2,500	\$2,500	\$2,500	\$2,500	\$2,500	\$2,500	\$2,500	\$2,500	\$2,500

# CONTRACT AMENDMENT

CITY OF TUCSON DEPARTMENT OF PROCUREMENT  
255 W. ALAMEDA, 6TH FLOOR, TUCSON, AZ 85701  
P.O. BOX 27210, TUCSON, AZ 85726  
(520) 837-4129  
ISSUE DATE: OCTOBER 26, 2012

CONTRACT NO.: 120377  
CONTRACT AMENDMENT NO.: TWO (2)  
PAGE 1 of 1  
SD  
CONTRACT OFFICER: RAY VALDEZ

THIS CONTRACT IS AMENDED AS FOLLOWS:

## HEAVY EQUIPMENT, PARTS, ACCESSORIES, SUPPLIES & RELATED SERVICES

The referenced contract has been amended to add the following changes to the Dealer Services Section of the contract:

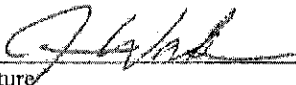
**SCOPE OF SERVICES**, Page 4 of 13, Dealer Services, last paragraph shall be replaced with the following 2 paragraphs:

For additional dealer services, agencies should contact their local participating dealer for accessories, parts, services, and other non-CAT heavy equipment. Pricing for non-CAT accessories, parts or equipment are determined by each local participating dealer.

In the event a heavy-equipment solution is not offered by Caterpillar, the local participating dealer may offer non-CAT heavy equipment to help meet the heavy-equipment needs of the agency. By offering the non-Cat equipment, the local participating dealer shall assume and be responsible for all contractual obligations outlined in Contract #120377 for said items.

**ALL OTHER PROVISIONS OF THE CONTRACT SHALL REMAIN IN THEIR ENTIRETY.**

CONTRACTOR HEREBY ACKNOWLEDGES RECEIPT OF  
AND UNDERSTANDING OF THE ABOVE AMENDMENT.

  
Signature \_\_\_\_\_ Date 11/1/2012

Jason Walker - Governmental Sales  
Typed Name and Title

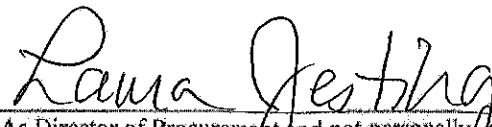
Caterpillar  
Company Name

100 NB Adams  
Address

Walker\_jason\_e@cat.com  
Email Address

Peoria Illinois 61629  
City State Zip

THE ABOVE REFERENCED CONTRACT AMENDMENT  
IS HEREBY EXECUTED THIS 2 DAY  
OF Nov, 2012, AT TUCSON, ARIZONA.

  
As Director of Procurement and not personally

# CONTRACT AMENDMENT

CITY OF TUCSON DEPARTMENT OF PROCUREMENT  
255 W. ALAMEDA, 6TH FLOOR, TUCSON, AZ 85701  
P.O. BOX 27210, TUCSON, AZ 85726  
(520) 837-4129  
ISSUE DATE: JANUARY 4, 2013

CONTRACT NO.: 120377  
CONTRACT AMENDMENT NO.: THREE (3)  
PAGE 1 of 1  
SD  
CONTRACT OFFICER: RAY VALDEZ

THIS CONTRACT IS AMENDED AS FOLLOWS:

## HEAVY EQUIPMENT, PARTS, ACCESSORIES, SUPPLIES & RELATED SERVICES

The referenced contract has been amended to update the discount pricing structure with 2013 model changes as well as changes to the freight matrix:

PARTICIPANT DISCOUNT PAGES AND FREIGHT MATRIX, shall be replaced with the attached discount pages freight matrix dated 01/01/2013.

ALL OTHER PROVISIONS OF THE CONTRACT SHALL REMAIN IN THEIR ENTIRETY.

CONTRACTOR HEREBY ACKNOWLEDGES RECEIPT OF  
AND UNDERSTANDING OF THE ABOVE AMENDMENT.

[Signature] 1-7-2013  
Signature Date

JASON WALKER - GOVERNMENTAL SALES  
Typed Name and Title

CATERPILLAR  
Company Name

100 NE ADAMS  
Address

WALKER - JASON - C @ CAT.COM  
Email Address

PEORIA IL 61629  
City State Zip

THE ABOVE REFERENCED CONTRACT AMENDMENT  
IS HEREBY EXECUTED THIS 8 DAY  
OF Jan, 2013, AT TUCSON, ARIZONA.

[Signature]  
As Director of Procurement and not personally

## 2013 Contract #120377 Participant Discounts (1/1/13)

Machine Models**	New Machine Minimum Discounts	Used Machine Minimum Discounts	
<b>Asphalt Pavers</b>			
AP255	16%	20%	
AP500	16%	20%	
AP555	16%	20%	
AP600	16%	20%	
AP655	16%	20%	
AP800	16%	20%	
AP1000	16%	20%	
AP1055	16%	20%	
<b>Asphalt Compactors</b>			
CB14	16%	20%	
CB22	16%	20%	
CB24	16%	20%	
CB32	16%	20%	
CB34	16%	20%	
CB44	16%	20%	
CB54	16%	20%	
CB64	16%	20%	
CB434	16%	20%	
CC24	16%	20%	
CC34	16%	20%	
CD44	16%	20%	
CD54	16%	20%	
<b>Soil Compactors</b>			
CS44	14%	20%	
CS54	14%	20%	
CS56	14%	20%	
CS64	14%	20%	
CS74	14%	20%	
CS76	14%	20%	
CS433	14%	20%	
CP44	14%	20%	
CP54	14%	20%	
CP56	14%	20%	
CP64	14%	20%	
CP76	14%	20%	
CP433	14%	20%	

<b>Track Type Tractors</b>			
D3	25%	20%	
D4	24%	20%	
D5	25%	20%	
D6	24%	20%	
D7	22%	20%	
D8	22%	20%	
D9	10%	20%	
D10	10%	20%	
<b>Integrated Tool Carriers</b>			
IT14	26%	20%	
IT62	21%	20%	
<b>Wheeled Excavators</b>			
M313	35%	20%	
M315	32%	20%	
M316	35%	20%	
M318	32%	20%	
M322	35%	20%	
<b>Cold Planners</b>			
PM102	14%	20%	
PM200	14%	20%	
PM201	18%	20%	
<b>Pneumatic Compactors</b>			
PS150	16%	20%	
PS360	16%	20%	
<b>Rotary Mixers</b>			
RM300	14%	20%	
RM500	14%	20%	
<b>Motor Graders</b>			
12	33%	20%	
120	37%	20%	
140	33%	20%	
160	33%	20%	
14	23%	20%	
<b>Skid Steer Loaders</b>			
216	16%	20%	

226	16%	20%	
232	16%	20%	
236	16%	20%	
242	16%	20%	
246	16%	20%	
252	16%	20%	
262	16%	20%	
272	16%	20%	
<b>Multi-Terrain Loaders</b>			
247	16%	20%	
257	16%	20%	
277	16%	20%	
287	16%	20%	
<b>Compact Track Loaders</b>			
259	16%	20%	
279	16%	20%	
289	16%	20%	
299	16%	20%	
<b>Excavators</b>			
300.9	17.5%	20%	
301.4	17.5%	20%	
301.5	17.5%	20%	
301.6	17.5%	20%	
301.7	17.5%	20%	
301.8	17.5%	20%	
302.4	17.5%	20%	
302.5	17.5%	20%	
302.7	17.5%	20%	
303	17.5%	20%	
303.5	17.5%	20%	
304	17.5%	20%	
305	17.5%	20%	
305.5	17.5%	20%	
307	17.5%	20%	
308	17.5%	20%	
311	24%	20%	
312	21%	20%	
314	25%	20%	
315	25%	20%	
318	22%	20%	
319	22%	20%	

320	18%	20%	
321	18%	20%	
324	18%	20%	
328	18%	20%	
329	18%	20%	
330	18%	20%	
336	18%	20%	
349	12%	20%	
<b>Backhoe Loaders</b>			
416	21%	20%	
420	21%	20%	
430	21%	20%	
450	21%	20%	
<b>Wheel Tractor Scrapers</b>			
613	15%	20%	
615	17%	20%	
621	16%	20%	
623	17%	20%	
627	16%	20%	
<b>Articulated Trucks</b>			
725	14%	20%	
730	14%	20%	
735	14%	20%	
740	14%	20%	
<b>Wheel Dozers</b>			
814	15%	20%	
824	15%	20%	
<b>Landfill Compactors</b>			
816	27%	20%	
826	27%	20%	
836	18%	20%	
<b>Wheel Loaders</b>			
906	25%	20%	
907	25%	20%	
908	25%	20%	
914	26%	20%	
924	26%	20%	
928	26%	20%	

930	26%	20%	
938	26%	20%	
950	24%	20%	
962	24%	20%	
966	21%	20%	
972	16%	20%	
980	12%	20%	
<b>Track Loaders</b>			
953	20%	20%	
963	23%	20%	
973	23%	20%	
<b>Vocational Trucks</b>			
CT660	23%	N/A	
<b>Worktools</b>	15%	N/A	

\*\*The models listed represent the most current offerings however depending on dealer inventory and new factory releases additional models within the respective product families may be available. Please contact the local dealer for actual model availability.

## LANDSTAR - ELEVEN SHIPPING ZONES : Freight Rates: Based on a "Ship From" zone to Destination State Zone

Shipping Zones - Based on Destination States

Product:	NY, PA, NJ VT, NH, ME VA, WV, NC OH, IN, FL, GA WI, MN, CO, NM WA, OR CA, NV NE, KS TX, OK											
	DE, MD	RI, MA, CT	KY, TN	MI, IL	SC, AL	ND, SD	WY, UT	ID, MT	AZ	MO, IA, LA, AK, MS		
Asphalt Pavers												
Unit	Ship From	1	2	3	4	5	6	7	8	9	10	11
AP255	6	\$5,346	\$7,398	\$5,550	\$4,518	\$6,762	\$2,958	\$5,357	\$6,960	\$7,302	\$3,842	\$6,214
AP500	6	\$5,346	\$7,398	\$5,550	\$4,518	\$6,762	\$2,958	\$5,357	\$6,960	\$7,302	\$3,842	\$6,214
AP555	6	\$5,580	\$7,662	\$5,862	\$4,650	\$6,942	\$3,000	\$5,406	\$7,062	\$7,530	\$4,082	\$6,570
AP600	6	\$5,346	\$7,398	\$5,550	\$4,410	\$6,762	\$2,958	\$5,357	\$6,960	\$7,302	\$3,842	\$6,214
AP650	6	\$5,346	\$7,398	\$5,550	\$4,518	\$6,762	\$2,958	\$5,357	\$6,960	\$7,302	\$3,842	\$6,214
AP655	6	\$5,580	\$7,662	\$5,862	\$4,650	\$6,942	\$3,000	\$5,406	\$7,062	\$7,530	\$4,082	\$6,570
AP800	6	\$5,580	\$7,662	\$5,862	\$4,650	\$6,942	\$3,000	\$5,406	\$7,062	\$7,530	\$4,082	\$6,570
AP1000	6	\$5,580	\$7,662	\$5,862	\$4,650	\$6,942	\$3,000	\$5,406	\$7,062	\$7,530	\$4,082	\$6,570
AP1050	6	\$5,760	\$8,322	\$5,958	\$4,650	\$6,942	\$3,060	\$5,472	\$7,002	\$7,506	\$4,162	\$6,600
AP1055	6	\$5,760	\$8,546	\$6,054	\$4,746	\$6,990	\$3,222	\$5,538	\$7,002	\$7,506	\$4,152	\$6,642
Asphalt Compactors												
Unit	Ship From	1	2	3	4	5	6	7	8	9	10	11
CB14	6	\$3,644	\$4,993	\$3,209	\$3,074	\$4,111	\$2,148	\$3,034	\$3,917	\$4,492	\$1,645	\$2,771
CB22	6	\$3,644	\$4,993	\$3,209	\$3,074	\$4,111	\$2,148	\$3,034	\$3,917	\$4,492	\$1,645	\$2,771
CB24	6	\$3,644	\$4,993	\$3,209	\$3,074	\$4,111	\$2,148	\$3,034	\$3,917	\$4,492	\$1,645	\$2,771
CB32	6	\$3,210	\$4,426	\$2,818	\$2,767	\$3,583	\$1,933	\$2,681	\$3,427	\$3,943	\$1,466	\$2,424
CB34	6	\$3,210	\$4,426	\$2,818	\$2,767	\$3,583	\$1,933	\$2,681	\$3,427	\$3,943	\$1,466	\$2,424
CB54	6	\$3,644	\$4,993	\$3,209	\$3,074	\$4,111	\$2,148	\$3,034	\$3,917	\$4,492	\$1,645	\$2,771
CB64	6	\$3,644	\$4,993	\$3,209	\$3,074	\$4,111	\$2,148	\$3,034	\$3,917	\$4,492	\$1,645	\$2,771
CB434	6	\$3,644	\$4,993	\$3,209	\$3,074	\$4,111	\$2,148	\$3,034	\$3,917	\$4,492	\$1,645	\$2,771
CB534	6	\$3,644	\$4,993	\$3,209	\$3,074	\$4,111	\$2,148	\$3,034	\$3,917	\$4,492	\$1,645	\$2,771
CB564	6	\$3,644	\$4,993	\$3,209	\$3,074	\$4,111	\$2,148	\$3,034	\$3,917	\$4,492	\$1,645	\$2,771
CC24	6	\$3,644	\$4,993	\$3,209	\$3,074	\$4,111	\$2,148	\$3,034	\$3,917	\$4,492	\$1,645	\$2,771
CC34	6	\$3,210	\$4,426	\$2,818	\$2,767	\$3,583	\$1,933	\$2,681	\$3,427	\$3,943	\$1,466	\$2,424
CD44	6	\$3,644	\$4,993	\$3,209	\$3,074	\$4,111	\$2,148	\$3,034	\$3,917	\$4,492	\$1,645	\$2,771
CD54	6	\$3,644	\$4,993	\$3,209	\$3,074	\$4,111	\$2,148	\$3,034	\$3,917	\$4,492	\$1,645	\$2,771
Soil Compactors												
Unit	Ship From	1	2	3	4	5	6	7	8	9	10	11
CS44	6	\$3,644	\$4,993	\$3,209	\$3,074	\$4,111	\$2,148	\$3,034	\$3,917	\$4,492	\$1,645	\$2,771
CS54	6	\$3,644	\$4,993	\$3,209	\$3,074	\$4,111	\$2,148	\$3,034	\$3,917	\$4,492	\$1,645	\$2,771
CS56	6	\$3,644	\$4,993	\$3,209	\$3,074	\$4,111	\$2,148	\$3,034	\$3,917	\$4,492	\$1,645	\$2,771
NJPA Contract	6	\$3,644	\$4,993	\$3,209	\$3,074	\$4,111	\$2,148	\$3,034	\$3,917	\$4,492	\$1,645	\$2,771

LANDSTAR - ELEVEN SHIPPING ZONES : Freight Rates: Based on a "Ship From" zone to Destination State Zone

Shipping Zones - Based on Destination States

Product:	NY, PA, NJ	VT, NH, ME	VA, WV, NC	OH, IN,	FL, GA	WI, MN,	CO, NM	WA, OR	CA, NV	NE, KS	TX, OK
	DE, MD	RI, MA, CT	KY, TN	MI, IL	SC, AL	ND, SD	WY, UT	ID, MT	AZ	MO, IA, LA, AK, MS	
CS74	6	\$3,644	\$4,993	\$3,209	\$3,074	\$4,111	\$2,148	\$3,034	\$3,917	\$4,492	\$2,771
CS76	6	\$3,644	\$4,993	\$3,209	\$3,074	\$4,111	\$2,148	\$3,034	\$3,917	\$4,492	\$2,771
CS323	6	\$3,210	\$4,426	\$2,818	\$2,767	\$3,583	\$1,933	\$2,681	\$3,427	\$3,943	\$2,424
CS423	6	\$3,644	\$4,993	\$3,209	\$3,074	\$4,111	\$2,148	\$3,034	\$3,917	\$4,492	\$2,771
CS433	6	\$3,644	\$4,993	\$3,209	\$3,074	\$4,111	\$2,148	\$3,034	\$3,917	\$4,492	\$2,771
CP44		\$3,644	\$4,993	\$3,209	\$3,074	\$4,111	\$2,148	\$3,034	\$3,917	\$4,492	\$2,771
CP56	6	\$3,644	\$4,993	\$3,209	\$3,074	\$4,111	\$2,148	\$3,034	\$3,917	\$4,492	\$2,771
CP64	6	\$3,644	\$4,993	\$3,209	\$3,074	\$4,111	\$2,148	\$3,034	\$3,917	\$4,492	\$2,771
CP76	6	\$3,644	\$4,993	\$3,209	\$3,074	\$4,111	\$2,148	\$3,034	\$3,917	\$4,492	\$2,771
CP323	6	\$3,210	\$4,426	\$2,818	\$2,767	\$3,583	\$1,933	\$2,681	\$3,427	\$3,943	\$2,424
CP433	6	\$3,644	\$4,993	\$3,209	\$3,074	\$4,111	\$2,148	\$3,034	\$3,917	\$4,492	\$2,771

Track Type Tractors

Unit	Ship From	1	2	3	4	5	6	7	8	9	10	11
D3K	5	\$3,312	\$4,500	\$2,558	\$3,794	\$1,142	\$5,676	\$6,060	\$8,083	\$7,879	\$4,978	\$2,810
	11	\$4,565	\$6,485	\$4,538	\$4,298	\$2,810	\$4,459	\$4,260	\$6,014	\$5,443	\$3,276	\$2,861
D4K	5	\$3,312	\$4,500	\$2,558	\$3,794	\$1,142	\$5,676	\$6,060	\$8,083	\$7,879	\$4,978	\$2,810
	11	\$4,565	\$6,485	\$4,538	\$4,298	\$2,810	\$4,459	\$4,260	\$6,014	\$5,443	\$3,276	\$2,861
D5K	5	\$3,312	\$4,500	\$2,558	\$3,794	\$1,142	\$5,676	\$6,060	\$8,083	\$7,879	\$4,978	\$2,810
	11	\$4,565	\$6,485	\$4,538	\$4,298	\$2,810	\$4,459	\$4,260	\$6,014	\$5,443	\$3,276	\$2,861
D6K	5	\$3,312	\$4,500	\$2,558	\$3,794	\$1,142	\$5,676	\$6,060	\$8,083	\$7,879	\$4,978	\$2,810
	11	\$4,565	\$6,485	\$4,538	\$4,298	\$2,810	\$4,459	\$4,260	\$6,014	\$5,443	\$3,276	\$2,861
D6N	5	\$3,809	\$5,175	\$2,942	\$4,364	\$1,314	\$6,527	\$6,969	\$9,296	\$9,061	\$5,724	\$3,232
	11	\$5,250	\$7,458	\$5,219	\$4,943	\$3,232	\$5,128	\$4,899	\$6,917	\$6,260	\$3,767	\$3,290
D6T	4	\$4,906	\$6,624	\$4,796	\$2,795	\$5,796	\$4,644	\$7,121	\$9,722	\$9,294	\$3,036	\$5,658
D7R	4	\$5,490	\$7,440	\$5,400	\$2,862	\$6,600	\$5,040	\$7,182	\$10,998	\$10,470	\$3,432	\$6,448
D7E	4	\$5,490	\$7,440	\$5,400	\$2,862	\$6,600	\$5,040	\$7,182	\$10,998	\$10,470	\$3,432	\$6,448
D8T	4	\$6,792	\$9,180	\$6,690	\$3,510	\$8,280	\$6,030	\$8,682	\$14,040	\$15,750	\$4,782	\$7,800
D9T	4	\$7,236	\$13,853	\$8,682	\$5,933	\$13,284	\$9,250	\$13,344	\$17,959	\$18,306	\$6,774	\$11,354
D10T	4	\$8,321	\$15,931	\$9,984	\$6,823	\$15,277	\$10,637	\$15,346	\$20,653	\$21,052	\$7,790	\$13,058

Integrated Tool Carriers

Unit	Ship From	1	2	3	4	5	6	7	8	9	10	11
IT14	3	\$2,122	\$3,394	\$2,327	\$1,958	\$2,462	\$4,166	\$5,678	\$7,597	\$7,231	\$3,720	\$3,796
IT38	3	\$2,696	\$4,361	\$2,886	\$2,832	\$3,178	\$5,597	\$7,663	\$10,036	\$9,338	\$5,341	\$5,665
IT62	3	\$3,101	\$5,015	\$3,319	\$3,257	\$3,654	\$6,436	\$8,813	\$11,541	\$10,739	\$6,142	\$6,515

Wheel Loaders

LANDSTAR - ELEVEN SHIPPING ZONES : Freight Rates: Based on a "Ship From" zone to Destination State Zone

Shipping Zones - Based on Destination States

Product:	Unit	Ship From	NY, PA, NJ	VT, NH, ME	VA, WV, NC	OH, IN,	FL, GA	WI, MN,	CO, NM	WA, OR	CA, NV	NE, KS	TX, OK	
			DE, MD	RI, MA, CT	KY, TN	MI, IL	SC, AL	ND, SD	WY, UT	ID, MT	AZ	MO, IA, LA, AK, MS		
M313	5	11	1	2	3	4	5	6	7	8	9	10	11	
			\$4,583	\$6,726	\$3,116	\$5,453	\$1,944	\$7,884	\$8,651	\$14,604	\$12,650	\$6,071	\$6,230	
			\$8,066	\$10,122	\$4,218	\$6,353	\$4,944	\$6,006	\$6,048	\$10,991	\$8,321	\$4,666	\$2,976	
	M315	5	11	\$4,639	\$6,809	\$3,154	\$5,520	\$1,968	\$7,980	\$8,758	\$14,784	\$12,806	\$6,145	\$6,307
				\$8,171	\$8,939	\$4,272	\$6,436	\$5,008	\$6,084	\$6,126	\$11,134	\$8,429	\$4,727	\$3,013
				\$4,651	\$6,826	\$3,161	\$5,533	\$1,973	\$7,999	\$8,778	\$14,820	\$12,838	\$6,160	\$6,323
M316	5	11	\$8,213	\$10,306	\$4,294	\$6,468	\$5,033	\$6,115	\$6,534	\$11,190	\$8,472	\$4,752	\$3,030	
			\$4,786	\$7,025	\$3,253	\$5,695	\$2,030	\$8,233	\$9,035	\$15,253	\$13,212	\$6,340	\$6,506	
M318	5	11	\$8,443	\$10,595	\$4,416	\$6,650	\$5,174	\$6,287	\$6,330	\$11,504	\$8,710	\$4,884	\$3,114	
			\$4,843	\$7,108	\$3,293	\$5,762	\$2,054	\$8,330	\$9,142	\$15,433	\$13,368	\$6,415	\$6,583	
M322	5	11	\$8,548	\$10,727	\$4,470	\$6,732	\$5,239	\$6,365	\$6,409	\$11,647	\$8,818	\$4,093	\$3,394	
Cold Planners														
Unit	Ship From	6	1	2	3	4	5	6	7	8	9	10	11	
			PM102	\$8,190	\$10,710	\$7,386	\$5,789	\$9,952	\$4,056	\$6,660	\$9,244	\$10,343	\$3,398	\$6,536
			PM200	\$8,190	\$10,710	\$7,386	\$5,789	\$9,952	\$4,056	\$6,660	\$9,244	\$10,343	\$3,398	\$6,536
			PM201	\$8,190	\$10,710	\$7,386	\$5,789	\$9,952	\$4,056	\$6,660	\$9,244	\$10,343	\$3,398	\$6,536
Pneumatic Compactors														
Unit	Ship From	6	1	2	3	4	5	6	7	8	9	10	11	
			PS150	\$3,644	\$4,993	\$3,209	\$3,074	\$4,111	\$2,148	\$3,034	\$3,917	\$4,492	\$1,645	\$2,771
			PS360	\$3,644	\$4,993	\$3,209	\$3,074	\$4,111	\$2,148	\$3,034	\$3,917	\$4,492	\$1,645	\$2,771
Rotary Mixers														
Unit	Ship From	6	1	2	3	4	5	6	7	8	9	10	11	
			RM300	\$5,380	\$7,034	\$4,850	\$3,802	\$6,535	\$2,663	\$4,375	\$6,071	\$6,792	\$2,218	\$4,294
			RM500	\$5,674	\$7,444	\$5,118	\$2,074	\$6,894	\$2,809	\$4,812	\$6,403	\$7,165	\$2,339	\$4,529
Towed Scrapers														
Unit	Ship From	4	1	2	3	4	5	6	7	8	9	10	11	
			TS180	\$2,939	\$3,828	\$3,476	\$1,801	\$4,339	\$1,974	\$4,059	\$4,963	\$5,194	\$2,213	\$3,712
			TS220	\$2,939	\$3,828	\$3,476	\$1,801	\$4,339	\$1,974	\$4,059	\$4,963	\$5,194	\$2,213	\$3,712
Motor Graders														
Unit	Ship From	4	1	2	3	4	5	6	7	8	9	10	11	
			12	\$3,564	\$5,219	\$3,006	\$1,968	\$4,762	\$3,702	\$5,026	\$7,913	\$7,894	\$2,113	\$3,948
			14	\$4,310	\$6,313	\$3,636	\$2,380	\$5,760	\$4,478	\$6,079	\$9,572	\$9,548	\$2,556	\$4,774
			120	\$3,449	\$5,051	\$2,909	\$1,904	\$4,608	\$3,582	\$4,864	\$7,657	\$7,639	\$2,045	\$3,820
			140	\$3,564	\$5,219	\$3,006	\$1,968	\$4,762	\$3,702	\$5,026	\$7,913	\$7,894	\$2,113	\$3,948
NIPA 160	Contract	4	\$3,576	\$5,243	\$3,054	\$1,992	\$4,795	\$3,720	\$5,046	\$7,924	\$7,932	\$2,140	\$3,966	

LANDSTAR - ELEVEN SHIPPING ZONES : Freight Rates: Based on a "Ship From" zone to Destination State Zone

Shipping Zones - Based on Destination States

Product:	NY, PA, NJ VT, NH, ME VA, WV, NC OH, IN, FL, GA WI, MN, CO, NM WA, OR CA, NV NE, KS TX, OK										
	DE, MD	RI, MA, CT	KY, TN	MI, IL	SC, AL	ND, SD	WY, UT	ID, MT	AZ	MO, IA	LA, AK, MS
<b>Skid Steer Loaders</b>											
Unit	1	2	3	4	5	6	7	8	9	10	11
Ship From											
216	\$3,031	\$4,085	\$2,382	\$3,578	\$1,022	\$5,190	\$5,526	\$8,984	\$7,219	\$4,723	\$2,426
226	\$3,031	\$4,085	\$2,382	\$3,578	\$1,022	\$5,190	\$5,526	\$8,984	\$7,219	\$4,723	\$2,426
232	\$3,031	\$4,085	\$2,382	\$3,578	\$1,022	\$5,190	\$5,526	\$8,984	\$7,219	\$4,723	\$2,426
236	\$3,031	\$4,085	\$2,382	\$3,578	\$1,022	\$5,190	\$5,526	\$8,984	\$7,219	\$4,723	\$2,426
242	\$3,031	\$4,085	\$2,382	\$3,578	\$1,022	\$5,190	\$5,526	\$8,984	\$7,219	\$4,723	\$2,426
246	\$3,031	\$4,085	\$2,382	\$3,578	\$1,022	\$5,190	\$5,526	\$8,984	\$7,219	\$4,723	\$2,426
248	\$3,031	\$4,085	\$2,382	\$3,578	\$1,022	\$5,190	\$5,526	\$8,984	\$7,219	\$4,723	\$2,426
252	\$3,031	\$4,085	\$2,382	\$3,578	\$1,022	\$5,190	\$5,526	\$8,984	\$7,219	\$4,723	\$2,426
256	\$3,031	\$4,085	\$2,382	\$3,578	\$1,022	\$5,190	\$5,526	\$8,984	\$7,219	\$4,723	\$2,426
262	\$3,031	\$4,085	\$2,382	\$3,578	\$1,022	\$5,190	\$5,526	\$8,984	\$7,219	\$4,723	\$2,426
268	\$3,031	\$4,085	\$2,382	\$3,578	\$1,022	\$5,190	\$5,526	\$8,984	\$7,219	\$4,723	\$2,426
272	\$3,031	\$4,085	\$2,382	\$3,578	\$1,022	\$5,190	\$5,526	\$8,984	\$7,219	\$4,723	\$2,426
<b>Multi Terrain Loaders</b>											
Unit	1	2	3	4	5	6	7	8	9	10	11
Ship From											
227	\$3,031	\$4,085	\$2,382	\$3,578	\$1,022	\$5,190	\$5,526	\$8,984	\$7,219	\$4,723	\$2,426
247	\$3,031	\$4,085	\$2,382	\$3,578	\$1,022	\$5,190	\$5,526	\$8,984	\$7,219	\$4,723	\$2,426
257	\$3,031	\$4,085	\$2,382	\$3,578	\$1,022	\$5,190	\$5,526	\$8,984	\$7,219	\$4,723	\$2,426
267	\$3,031	\$4,085	\$2,382	\$3,578	\$1,022	\$5,190	\$5,526	\$8,984	\$7,219	\$4,723	\$2,426
277	\$3,031	\$4,085	\$2,382	\$3,578	\$1,022	\$5,190	\$5,526	\$8,984	\$7,219	\$4,723	\$2,426
287	\$3,031	\$4,085	\$2,382	\$3,578	\$1,022	\$5,190	\$5,526	\$8,984	\$7,219	\$4,723	\$2,426
297	\$3,031	\$4,085	\$2,382	\$3,578	\$1,022	\$5,190	\$5,526	\$8,984	\$7,219	\$4,723	\$2,426
<b>Compact Track Loaders</b>											
Unit	1	2	3	4	5	6	7	8	9	10	11
Ship From											
259	\$3,031	\$4,085	\$2,382	\$3,578	\$1,022	\$5,190	\$5,526	\$8,984	\$7,219	\$4,723	\$2,426
279	\$3,031	\$4,085	\$2,382	\$3,578	\$1,022	\$5,190	\$5,526	\$8,984	\$7,219	\$4,723	\$2,426
289	\$3,031	\$4,085	\$2,382	\$3,578	\$1,022	\$5,190	\$5,526	\$8,984	\$7,219	\$4,723	\$2,426
299	\$3,031	\$4,085	\$2,382	\$3,578	\$1,022	\$5,190	\$5,526	\$8,984	\$7,219	\$4,723	\$2,426
<b>Hydraulic Excavators</b>											
Unit	1	2	3	4	5	6	7	8	9	10	11
Ship From											
300.9	\$3,031	\$4,085	\$2,382	\$3,578	\$1,022	\$5,190	\$5,526	\$8,984	\$7,219	\$4,723	\$2,426
	\$4,042	\$5,828	\$4,253	\$3,887	\$2,510	\$4,069	\$3,900	\$5,414	\$4,939	\$2,976	\$2,561
301.4	\$3,031	\$4,085	\$2,382	\$3,578	\$1,022	\$5,190	\$5,526	\$8,984	\$7,219	\$4,723	\$2,426
NJIPA Contract	\$4,042	\$5,828	\$4,253	\$3,887	\$2,510	\$4,069	\$3,900	\$5,414	\$4,939	\$2,976	\$2,561

**LANDSTAR - ELEVEN SHIPPING ZONES : Freight Rates: Based on a "Ship From" zone to Destination State Zone**

### Shipping Zones - Based on Destination States

Product:		NY, PA, NJ	VT, NH, ME	VA, WV, NC	OH, IN,	FL, GA	WI, MN,	CO, NM	WA, OR	CA, NV	NE, KS	TX, OK
		DE, MD	RI, MA, CT	KY, TN	MI, IL	SC, AL	ND, SD	WY, UT	ID, MT	AZ	MO, IA LA, AK, MS	
301.5	5	\$3,031	\$4,085	\$2,382	\$3,578	\$1,022	\$5,190	\$5,526	\$8,984	\$7,219	\$4,723	\$2,426
	11	\$4,042	\$5,828	\$4,253	\$3,887	\$2,510	\$4,069	\$3,900	\$5,414	\$4,939	\$2,976	\$2,561
301.6	5	\$3,031	\$4,085	\$2,382	\$3,578	\$1,022	\$5,190	\$5,526	\$8,984	\$7,219	\$4,723	\$2,426
	11	\$4,042	\$5,828	\$4,253	\$3,887	\$2,510	\$4,069	\$3,900	\$5,414	\$4,939	\$2,976	\$2,561
301.7	5	\$3,031	\$4,085	\$2,382	\$3,578	\$1,022	\$5,190	\$5,526	\$8,984	\$7,219	\$4,723	\$2,426
	11	\$4,042	\$5,828	\$4,253	\$3,887	\$2,510	\$4,069	\$3,900	\$5,414	\$4,939	\$2,976	\$2,561
301.8	5	\$3,031	\$4,085	\$2,382	\$3,578	\$1,022	\$5,190	\$5,526	\$8,984	\$7,219	\$4,723	\$2,426
	11	\$4,042	\$5,828	\$4,265	\$3,887	\$2,510	\$4,069	\$3,900	\$5,414	\$4,939	\$2,976	\$2,561
302.4	5	\$3,031	\$4,085	\$2,382	\$3,578	\$1,022	\$5,190	\$5,526	\$8,984	\$7,219	\$4,723	\$2,426
	11	\$4,042	\$5,828	\$4,265	\$3,887	\$2,510	\$4,069	\$3,900	\$5,414	\$4,939	\$2,976	\$2,561
302.5	5	\$3,031	\$4,085	\$2,382	\$3,578	\$1,022	\$5,190	\$5,526	\$8,984	\$7,219	\$4,723	\$2,426
	11	\$4,042	\$5,828	\$4,265	\$3,887	\$2,510	\$4,069	\$3,900	\$5,414	\$4,939	\$2,976	\$2,561
302.7	5	\$3,031	\$4,085	\$2,382	\$3,578	\$1,022	\$5,190	\$5,526	\$8,984	\$7,219	\$4,723	\$2,426
	11	\$4,042	\$5,828	\$4,265	\$3,887	\$2,510	\$4,069	\$3,900	\$5,414	\$4,939	\$2,976	\$2,561
303	5	\$3,031	\$4,085	\$2,382	\$3,578	\$1,022	\$5,190	\$5,526	\$8,984	\$7,219	\$4,723	\$2,426
	11	\$4,042	\$5,828	\$4,265	\$3,887	\$2,510	\$4,069	\$3,900	\$5,414	\$4,939	\$2,976	\$2,561
303.5	5	\$3,031	\$4,085	\$2,382	\$3,578	\$1,022	\$5,190	\$5,526	\$8,984	\$7,219	\$4,723	\$2,426
	11	\$4,042	\$5,828	\$4,265	\$3,887	\$2,510	\$4,069	\$3,900	\$5,414	\$4,939	\$2,976	\$2,561
304	5	\$3,312	\$4,500	\$2,558	\$3,794	\$1,142	\$5,676	\$6,060	\$8,083	\$7,879	\$4,978	\$2,810
	11	\$4,565	\$6,485	\$4,538	\$4,298	\$2,810	\$4,459	\$4,260	\$6,014	\$5,443	\$3,276	\$2,861
305	5	\$3,312	\$4,500	\$2,558	\$3,794	\$1,142	\$5,676	\$6,060	\$8,083	\$7,879	\$4,978	\$2,810
	11	\$4,565	\$6,485	\$4,538	\$4,298	\$2,810	\$4,459	\$4,260	\$6,014	\$5,443	\$3,276	\$2,861
305.5	5	\$3,312	\$4,500	\$2,558	\$3,794	\$1,142	\$5,676	\$6,060	\$8,083	\$7,879	\$4,978	\$2,810
	11	\$4,565	\$6,485	\$4,538	\$4,298	\$2,810	\$4,459	\$4,260	\$6,014	\$5,443	\$3,276	\$2,861
307	5	\$3,312	\$4,500	\$2,558	\$3,794	\$1,142	\$5,676	\$6,060	\$8,083	\$7,879	\$4,978	\$2,810
	11	\$4,565	\$6,485	\$4,538	\$4,298	\$2,810	\$4,459	\$4,260	\$6,014	\$5,443	\$3,276	\$2,861
308	5	\$3,312	\$4,500	\$2,558	\$3,794	\$1,142	\$5,676	\$6,060	\$8,083	\$7,879	\$4,978	\$2,810
	11	\$4,565	\$6,485	\$4,538	\$4,298	\$2,810	\$4,459	\$4,260	\$6,014	\$5,443	\$3,276	\$2,861
311	5	\$3,312	\$4,500	\$2,558	\$3,794	\$1,142	\$5,676	\$6,060	\$8,083	\$7,879	\$4,978	\$2,810
	11	\$4,565	\$6,485	\$4,538	\$4,298	\$2,810	\$4,459	\$4,260	\$6,014	\$5,443	\$3,276	\$2,861
312	5	\$3,312	\$4,500	\$2,558	\$3,794	\$1,142	\$5,676	\$6,060	\$8,083	\$7,879	\$4,978	\$2,810
	11	\$4,565	\$6,485	\$4,538	\$4,298	\$2,810	\$4,459	\$4,260	\$6,014	\$5,443	\$3,276	\$2,861
313	5	\$3,312	\$4,500	\$2,558	\$3,794	\$1,142	\$5,676	\$6,060	\$8,083	\$7,879	\$4,978	\$2,810
	11	\$4,565	\$6,485	\$4,538	\$4,298	\$2,810	\$4,459	\$4,260	\$6,014	\$5,443	\$3,276	\$2,861
NPA Contract	5	\$3,312	\$4,500	\$2,558	\$3,794	\$1,142	\$5,676	\$6,060	\$8,083	\$7,879	\$4,978	\$2,810
	11	\$4,565	\$6,485	\$4,538	\$4,298	\$2,810	\$4,459	\$4,260	\$6,014	\$5,443	\$3,276	\$2,861

### Shipping Zones - Based on Destination States

# Backhoe Loaders

[illegible]

LANDSTAR - ELEVEN SHIPPING ZONES : Freight Rates: Based on a "Ship From" zone to Destination State Zone

Shipping Zones - Based on Destination States

Product:		NY, PA, NJ	VT, NH, ME	VA, WV, NC	OH, IN,	FL, GA	WI, MN,	CO, NM	WA, OR	CA, NV	NE, KS	TX, OK	
		DE, MD	RI, MA, CT	KY, TN	MI, IL	SC, AL	ND, SD	WY, UT	ID, MT	AZ	MO, IA, LA, AK, MS		
		4	\$4,639	\$6,792	\$4,256	\$2,488	\$6,545	\$4,558	\$6,574	\$10,020	\$10,214	\$3,320	\$5,594
		4	\$6,304	\$9,229	\$5,784	\$3,953	\$8,893	\$6,192	\$8,933	\$13,616	\$13,880	\$4,513	\$7,602
		4	\$7,006	\$10,255	\$6,427	\$4,392	\$9,882	\$6,881	\$9,926	\$15,130	\$15,424	\$5,014	\$8,447
627	4	\$7,006	\$10,255	\$6,427	\$4,392	\$9,882	\$6,881	\$9,926	\$15,130	\$15,424	\$5,014	\$8,447	

Articulated Trucks

Unit	Ship From	1	2	3	4	5	6	7	8	9	10	11
725	5	\$4,843	\$7,108	\$3,293	\$5,762	\$2,054	\$8,330	\$9,142	\$15,433	\$13,368	\$6,415	\$6,583
730	11	\$8,548	\$10,727	\$4,470	\$6,732	\$5,239	\$6,365	\$6,409	\$11,647	\$8,818	\$4,093	\$3,394
735	5	\$4,843	\$7,108	\$3,293	\$5,762	\$2,054	\$8,330	\$9,142	\$15,433	\$1,368	\$6,415	\$6,583
735	11	\$8,548	\$10,727	\$4,470	\$6,732	\$5,239	\$6,365	\$6,409	\$11,647	\$8,818	\$4,093	\$3,394
740	5	\$5,578	\$8,188	\$3,792	\$6,637	\$2,366	\$9,595	\$10,530	\$17,778	\$15,406	\$7,390	\$7,584
740	11	\$10,328	\$12,961	\$5,402	\$8,134	\$6,331	\$7,691	\$7,744	\$14,074	\$10,654	\$5,975	\$3,810
740	5	\$5,748	\$8,436	\$3,907	\$6,839	\$3,658	\$9,887	\$10,850	\$18,318	\$15,868	\$7,613	\$7,814
740	11	\$10,643	\$13,356	\$5,566	\$8,382	\$6,523	\$7,925	\$7,980	\$15,366	\$13,140	\$7,290	\$3,926

Wheeled Dozers

Unit	Ship From	1	2	3	4	5	6	7	8	9	10	11
814	4	\$5,340	\$7,414	\$4,646	\$2,716	\$7,145	\$4,974	\$7,176	\$10,938	\$11,150	\$3,625	\$6,107
824	4	\$7,236	\$13,853	\$8,682	\$5,933	\$13,284	\$9,250	\$13,344	\$17,959	\$18,306	\$6,774	\$11,354
824(B)	4	\$2,184	\$3,277	\$1,800	\$1,301	\$2,808	\$2,328	\$3,173	\$4,217	\$4,426	\$1,770	\$2,562

Landfill Compactors

Unit	Ship From	1	2	3	4	5	6	7	8	9	10	11
816	4	\$5,340	\$7,414	\$4,646	\$2,716	\$7,145	\$4,974	\$7,176	\$10,938	\$11,150	\$3,625	\$6,107
826	4	\$7,236	\$13,853	\$8,682	\$5,933	\$13,284	\$9,250	\$13,344	\$17,959	\$18,306	\$6,774	\$11,354
826(B)	4	\$2,184	\$3,277	\$1,800	\$1,301	\$2,808	\$2,328	\$3,173	\$4,217	\$4,426	\$1,770	\$2,562
836	4	\$15,150	\$20,477	\$12,833	\$8,770	\$19,732	\$13,739	\$18,187	\$25,250	\$25,738	\$10,012	\$15,481
836(B)	4	\$2,184	\$3,277	\$1,800	\$1,301	\$2,808	\$2,328	\$3,173	\$4,217	\$4,426	\$1,770	\$2,562

Wheel Loaders

Unit	Ship From	1	2	3	4	5	6	7	8	9	10	11
904	1	\$1,607	\$4,015	\$1,607	\$3,158	\$1,607	\$5,109	\$7,635	\$10,363	\$9,559	\$4,274	\$6,233
904	9	\$4,565	\$6,485	\$4,538	\$4,298	\$9,559	\$4,459	\$4,260	\$6,014	\$5,443	\$3,276	\$2,861
904	11	\$3,980	\$5,389	\$2,081	\$3,134	\$2,376	\$3,354	\$3,612	\$5,424	\$4,862	\$2,606	\$1,699
906	1	\$1,607	\$4,015	\$1,607	\$3,158	\$1,607	\$5,109	\$7,635	\$10,363	\$9,559	\$4,274	\$6,233
906	9	\$4,565	\$6,485	\$4,538	\$4,298	\$9,559	\$4,459	\$4,260	\$6,014	\$5,443	\$3,276	\$2,861
906	11	\$3,980	\$5,389	\$2,081	\$3,134	\$2,376	\$3,354	\$3,612	\$5,424	\$4,862	\$2,606	\$1,699
NIPA Contract	1	\$1,607	\$4,015	\$1,607	\$3,158	\$1,607	\$5,109	\$7,635	\$10,363	\$9,559	\$4,274	\$6,233

LANDSTAR - ELEVEN SHIPPING ZONES : Freight Rates: Based on a "Ship From" zone to Destination State Zone

Shipping Zones - Based on Destination States

Product:	NY, PA, NJ	VT, NH, ME	RI, MA, CT	VA, WV, NC	OH, IN,	FL, GA	WI, MN,	CO, NM	WA, OR	CA, NV	NE, KS	TX, OK
	DE, MD			KY, TN	MI, IL	SC, AL	ND, SD	WY, UT	ID, MT	AZ	MO, IA LA, AK, MS	
907	\$4,565	\$6,485	\$4,538	\$2,081	\$3,158	\$1,607	\$5,109	\$7,635	\$10,363	\$9,559	\$4,274	\$6,233
907	\$3,980	\$5,389	\$2,081	\$1,607	\$4,538	\$2,081	\$3,158	\$4,274	\$5,424	\$4,862	\$2,606	\$1,699
908	\$1,607	\$4,015	\$2,081	\$1,607	\$4,538	\$2,081	\$3,158	\$4,274	\$5,424	\$4,862	\$2,606	\$1,699
908	\$4,565	\$6,485	\$2,081	\$1,607	\$4,538	\$2,081	\$3,158	\$4,274	\$5,424	\$4,862	\$2,606	\$1,699
908	\$3,980	\$5,389	\$2,081	\$1,607	\$4,538	\$2,081	\$3,158	\$4,274	\$5,424	\$4,862	\$2,606	\$1,699
914	\$2,853	\$4,015	\$2,081	\$1,607	\$4,538	\$2,081	\$3,158	\$4,274	\$5,424	\$4,862	\$2,606	\$1,699
914	\$4,565	\$6,485	\$2,081	\$1,607	\$4,538	\$2,081	\$3,158	\$4,274	\$5,424	\$4,862	\$2,606	\$1,699
914	\$3,980	\$5,389	\$2,081	\$1,607	\$4,538	\$2,081	\$3,158	\$4,274	\$5,424	\$4,862	\$2,606	\$1,699
924	\$2,696	\$4,361	\$2,886	\$2,886	\$2,832	\$3,178	\$5,597	\$7,663	\$10,036	\$9,338	\$5,341	\$5,665
928	\$2,696	\$4,361	\$2,886	\$2,886	\$2,832	\$3,178	\$5,597	\$7,663	\$10,036	\$9,338	\$5,341	\$5,665
930	\$2,696	\$4,361	\$2,886	\$2,886	\$2,832	\$3,178	\$5,597	\$7,663	\$10,036	\$9,338	\$5,341	\$5,665
938	\$3,962	\$5,800	\$3,635	\$3,635	\$2,124	\$5,589	\$3,892	\$5,614	\$8,557	\$8,723	\$2,836	\$4,778
950	\$4,027	\$5,897	\$3,696	\$3,696	\$2,160	\$5,683	\$3,956	\$5,708	\$8,700	\$8,868	\$2,883	\$4,856
962	\$4,027	\$5,897	\$3,696	\$3,696	\$2,160	\$5,683	\$3,956	\$5,708	\$8,700	\$8,868	\$2,883	\$4,856
966	\$4,239	\$6,322	\$3,962	\$3,962	\$2,316	\$6,093	\$4,242	\$6,119	\$9,327	\$9,507	\$3,090	\$5,208
972	\$4,860	\$7,114	\$4,459	\$4,459	\$2,605	\$6,856	\$4,775	\$6,886	\$10,498	\$10,699	\$3,479	\$5,861
980	\$11,983	\$17,625	\$9,283	\$9,283	\$10,161	\$10,577	\$6,504	\$8,578	\$18,791	\$20,084	\$5,044	\$9,952
Unit	Ship From	1	2	3	4	5	6	7	8	9	10	11
953	5	\$2,546	\$3,820	\$1,654	\$2,558	\$1,200	\$4,184	\$4,699	\$7,031	\$6,403	\$2,923	\$3,230
963	11	\$3,980	\$5,389	\$2,081	\$3,134	\$2,376	\$3,354	\$3,612	\$5,424	\$4,862	\$2,606	\$1,699
973	5	\$3,395	\$4,982	\$2,191	\$3,838	\$1,440	\$5,546	\$6,088	\$10,277	\$8,902	\$4,271	\$4,385
973	11	\$6,286	\$7,888	\$3,124	\$4,703	\$3,660	\$4,446	\$4,477	\$8,136	\$6,158	\$3,454	\$2,202
973	5	\$3,858	\$4,944	\$2,623	\$4,591	\$1,637	\$6,637	\$7,284	\$12,296	\$10,651	\$5,111	\$5,246
973	11	\$7,145	\$8,965	\$3,736	\$5,627	\$4,379	\$5,320	\$5,357	\$9,734	\$7,369	\$4,133	\$2,635
Unit	Ship From	1	2	3	4	5	6	7	8	9	10	11
CT660	11	\$2,500	\$2,500	\$2,500	\$2,500	\$2,500	\$2,500	\$2,500	\$2,500	\$2,500	\$2,500	\$2,500

# CONTRACT AMENDMENT

CITY OF TUCSON DEPARTMENT OF PROCUREMENT  
255 W. ALAMEDA, 6TH FLOOR, TUCSON, AZ 85701  
P.O. BOX 27210, TUCSON, AZ 85726  
(520) 837-4129  
ISSUE DATE: MARCH 12, 2013

CONTRACT NO.: 120377  
CONTRACT AMENDMENT NO.: FOUR (4)  
PAGE 1 of 1  
JM  
CONTRACT OFFICER: RAY VALDEZ

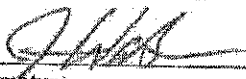
THIS CONTRACT IS AMENDED AS FOLLOWS:

## HEAVY EQUIPMENT PARTS, ACCESSORIES, SUPPLIES & RELATED SERVICES

Pursuant to Contract No. 120377, Special Terms and Conditions, Section 5, Term and Renewal, the City is hereby exercising its option to renew the contract for the period of May 1, 2013 through April 30, 2014.

ALL OTHER PROVISIONS OF THE CONTRACT SHALL REMAIN IN THEIR ENTIRETY.

CONTRACTOR HEREBY ACKNOWLEDGES RECEIPT OF  
AND UNDERSTANDING OF THE ABOVE AMENDMENT.

  
Signature 3-12-2013  
Date

Jason Walker - Governmental Sales

Typed Name and Title

Caterpillar Inc.

Company Name

100 NE Adams

Address

walker.jason@cat.com

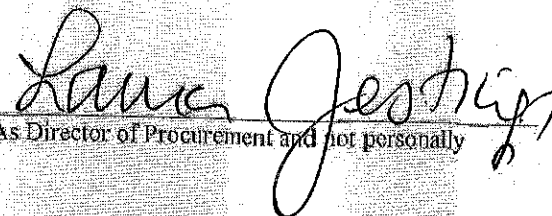
Email Address

Peoria  
City

Illinois  
State

61629-1345  
Zip

THE ABOVE REFERENCED CONTRACT AMENDMENT  
IS HEREBY EXECUTED THIS 18 DAY  
OF March, 2013, AT TUCSON, ARIZONA.

  
As Director of Procurement and not personally

## CONTRACT AMENDMENT

CITY OF TUCSON DEPARTMENT OF PROCUREMENT  
255 W. ALAMEDA, 6TH FLOOR, TUCSON, AZ 85701  
P.O. BOX 27210, TUCSON, AZ 85726  
(520) 837-4129  
ISSUE DATE: MAY 29, 2013

CONTRACT NO.: 120377  
CONTRACT AMENDMENT NO.: FIVE (5)  
PAGE 1 of 1  
JM  
CONTRACT OFFICER: RAY VALDEZ

THIS CONTRACT IS AMENDED AS FOLLOWS:

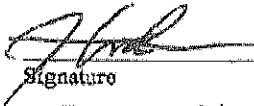
### HEAVY EQUIPMENT PARTS, ACCESSORIES, SUPPLIES & RELATED SERVICES

The referenced contract has been amended to update the discount pricing structure and model changes for Caterpillar Generators.

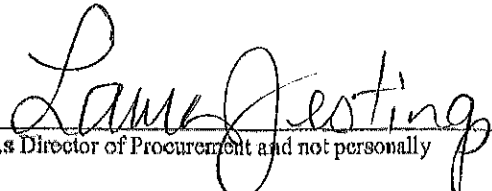
The Caterpillar Generator participant discount pages shall be replaced with the attached discount schedule dated 05/09/13.

ALL OTHER PROVISIONS OF THE CONTRACT SHALL REMAIN IN THEIR ENTIRETY.

CONTRACTOR HEREBY ACKNOWLEDGES RECEIPT OF  
AND UNDERSTANDING OF THE ABOVE AMENDMENT.

 5-29-2013  
Signature Date  
JASON WALKER - GOVERNMENTAL SALES  
Typed Name and Title  
CATERPILLAR  
Company Name  
100 NE ADAMS  
Address  
walker\_jason\_e@cat.com  
Email Address  
Peoria IL 61629  
City State Zip

THE ABOVE REFERENCED CONTRACT AMENDMENT  
IS HEREBY EXECUTED THIS 29 DAY  
OF May, 2013, AT TUCSON, ARIZONA.

  
As Director of Procurement and not personally

# Contract #120377 Caterpillar Generator Discounts Effective 05/09/2013

All Discounts listed are for "Standby Ratings Only unless otherwise stated".

Contract Discount	
60 HZ, 40 - 175 kW (Reference the "PSNA-EPG-F_C44PGAN" Caterpillar Price List)	
D40-6 (3 phase)	30%
D50-6 (3 phase)	30%
D60-6 (3 phase)	30%
D80-6 (3 phase)	30%
D100-6 (3 phase)	30%
D40-6S (1 phase)	30%
D50-6S (1 phase)	30%
D60-6S (1 phase)	30%
D80-2S (1 phase)	30%
D100-6S (1 phase)	30%

60 HZ, 40 - 175 kW (Reference the "PSNA-EPG-F_C6.6PGAN" Caterpillar Price List)	
D125-6 (3 phase)	30%
D150-8 (3 phase)	30%
D175-2 (3 phase)	30%

C8, 60 HZ, 250 - 300 kW (EPA Tier 3 & CARB Emissions Certified) (Reference the "PSNA-EPG-F_C9PKGN" Caterpillar Price List)	
200 kW (480 or 240 Volt)*	38%
250 kW (480 or 240 Volt)*	32%
300 kW (480 or 240 Volt)*	32%

\*Other Voltages available, but may affect generator output

200 kW (600 Volt)	38%
250 kW (600 Volt)	32%
300 kW (600 Volt)	31%

C15, 60 HZ, 350 - 550 kW (EPA & CARB Emissions Certified (NonRoad); EPA Emissions Certified for Stationary Use) (Reference the "PSNA-EPG-F_C15PKGG" Caterpillar Price List)	
Dealer chooses "For Use with Sound Attenuated Enclosures & Open Packages" or "For Use with Weather Protective Enclosures"	
350 kW (480 or 240 Volt)*	34%
400 kW (480 or 240 Volt)*	32%
455 kW Prime Power 600 Volt* Tier 4i	17%
455 kW Prime Power 480 Volt* Tier 4i	17%
455 kW Prime Power 208 Volt* Tier 4i	17%
450 kW (480 or 240 Volt)*	32%
500 kW (480 or 240 Volt)*	32%
550 kW - ESP ** (480 or 240 Volt)*	31%

\*Other Voltages available, but may affect generator output

\*\*Emergency Standby Rating ONLY (ESP); maximum 200 hours/year

350 kW (600 Volt)	34%
400 kW (600 Volt)	32%
450 kW (600 Volt)	32%
500 kW (600 Volt)	32%
550 kW - ESP** (600 Volt)	31%

\*\*Emergency Standby Rating ONLY (ESP); maximum 200 hours/year

C18, 60 HZ, 550 - 600 kW (EPA Tier 2 & CARB Emissions Certified (Nonroad); EPA Tier 2 Emissions Certified for Stationary Use) (Reference the "PSNA-EPG-F_C18PKGG" Caterpillar Price List)	
550 kW (480 or 240 Volt)*	25%
600 kW (480 or 240 Volt)*	25%

\*Other Voltages available, but may affect generator output

550 kW (600 Volt)	25%
600 kW (600 Volt)	25%

C27, 60 HZ, 660 - 800 kW (EPA Tier 2 & CARB Emissions Certified (Nonroad); EPA Tier 2 Emissions Certified for Stationary Use)

(Reference the "PSNA-EPG-F\_C27PKG" Caterpillar Price List)

660 kW (480 or 240 Volt)*	34%
700 kW (480 or 240 Volt)*	34%
725 kW Std Prime Power 480 Volt* Tier 4i	17%
725 kW HD Prime Power 480 Volt* Tier 4i	17%
750 kW (480 or 240 Volt)*	34%
800 kW (480 or 240 Volt)*	34%

\*Other Voltages available, but may affect generator output

C32, 60 HZ, 900 - 1000 kW

(Reference the "PSNA-EPG-F\_C32PGAG" Caterpillar Price List)

1000 kW (480 or 240 Volt)*	38%
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C32, 60 HZ, 900 - 1000 kW (EPA Tier 2 & CARB Emissions Certified (Nonroad); EPA Tier 2 Emissions Certified for Stationary Use)

1000 kW (480 or 240 Volt)*	38%
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\*Other Voltages available, but may affect generator output

3512C, 60 HZ, 1500 kW (EPA Tier 2 & CARB Emissions Certified (Nonroad); EPA Tier 2 Emissions Certified for Stationary Use)

(Reference the "PSNA-EPG-F\_3512PGAG" Caterpillar Price List)

480 V, Standby Rating Only - 1500 kW	34%
12470 V, Standby Rating Only - 1500 kW	34%

3516C, 60 HZ, 2000 kW (EPA Tier 2 & CARB Emissions Certified (Nonroad); EPA Tier 2 Emissions Certified for Stationary Use)

(Reference the "PSNA-EPG-F\_3516PGAL" Caterpillar Price List)

480 V, Standby Rating Only - 2000 kW	34%
12470 V, Standby Rating Only - 2000 kW	34%

3516B, 60 HZ, 2250 kW (EPA Tier 1)

(Reference the "PSNA-EPG-F\_3516PGDL" Caterpillar Price List)

Low/Med Voltage - Standby Rating Only - 2250 kW	33%
High Voltage - Standby Rating Only - 2250 kW	33%

3516C HD, 60 HZ, 2500 kW (EPA Tier 2 & CARB Emissions Certified (Nonroad); EPA Tier 2 Emissions Certified for Stationary Use)

(Reference the "PSNA-EPG-F\_3516PGDL" Caterpillar Price List)

Low/Med Voltage - Standby Rating Only - 2500 kW	31%
High Voltage - Standby Rating Only - 2500 kW	31%

G3520, 60 HZ, 2055 and 1900 eKW

(Reference the "PSNA-EPG-F\_G3520CPGL" Caterpillar Price List)

Low/Med Voltage - 2055 eKW	17%
Low/Med Voltage - 1900 eKW	17%
High Voltage - 2055 eKW	17%
High Voltage - 1900 eKW	17%

C175, 60 HZ, 3000 kW (EPA Tier 2 for Mobile and Stationary Use)

(Reference the "PSNA-EPG-F\_C175-16EL" Caterpillar Price List)

3000 kW (with Fan Rating)	27%
3100 kW (without Fan Rating)	27%

Natural Gas (Optional LP Vapor) Olympian Generator Sets, 25 - 300 kW (EPA Tier 4 & CARB Emissions Certified)

(Reference the "PSNA-EPG-F\_GASOLYGN" Caterpillar Price List)

All Ratings from 25 - 300 kW	43%
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XQ20N, 60 HZ, 20 kW (EPA Tier 4 & CARB Emissions Certified (Nonroad))

(Reference the "PSNA-EPG-F\_XQ20N" Caterpillar Price List)

20 kW* (3 or 1 phase)	45%
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\*There are several voltage options available

XQ30N, 60 HZ, 30 kW (EPA Tier 4 & CARB Emissions Certified (Nonroad))

(Reference the "PSNA-EPG-F\_XQ30N" Caterpillar Price List)

30 kW* (3 or 1 phase)	45%
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\*There are several voltage options available

XQ46N, 60 HZ, 45 kW (EPA Tier 3 & CARB Emissions Certified (Nonroad))

(Reference the "PSNA-EPG-F\_XQ45N" Caterpillar Price List)

45 kW\* (3 or 1 phase) 45%

\*There are several voltage options available

XQ60N, 60 HZ, 60 kW (EPA Tier 3 & CARB Emissions Certified (Nonroad))

(Reference the "PSNA-EPG-F\_XQ60N" Caterpillar Price List)

60 kW\* (3 or 1 phase) 45%

\*There are several voltage options available

XQ80N, 60 HZ, 80 kW (EPA Tier 3 & CARB Emissions Certified (Nonroad))

(Reference the "PSNA-EPG-F\_XQ80N" Caterpillar Price List)

80 kW\* (3 phase) 45%

\*There are several voltage options available

XQ100N, 80 HZ, 100 kW (EPA Tier 3 & CARB Emissions Certified (Nonroad))

(Reference the "PSNA-EPG-F\_XQ100N" Caterpillar Price List)

100 kW\* (3 phase) 45%

\*There are several voltage options available

#### UPS (Uninterruptible Power Supply)

60 HZ, 40 - 130 kVA (Reference the "UPSB130G" Caterpillar Price List)

UPSB040 (40kVA) 20%

UPSB060 (60 kVA) 20%

UPSB080 (80 kVA) 20%

UPSB100 (100 kVA) 20%

UPSB130 (130 kva) 20%

#### Voltage Indicators / Optional Transformers - 480V / 480V Standard

480V / 208V (40 / 50 kVA) 20%

480V / 208V (60 / 80 kVA) 20%

480V / 208V (100 / 130 kVA) 20%

208V / 208V (40 / 50 kVA) 20%

208V / 208V (60 / 80 kVA) 20%

208V / 208V (100 / 130 kVA) 20%

600V / 208V (40 / 50 kVA) 20%

600V / 208V (60 / 80 kVA) 20%

600V / 208V (100 / 130 kVA) 20%

600V / 600V (40 / 50 kVA) 20%

600V / 600V (60 / 80 kVA) 20%

600V / 600V (100 / 130 kVA) 20%

#### Input Options - Single Input Standard

Dual Input 20%

#### BATTERY CABINET OPTIONS - One (1) Battery Cabinet, Adjacent or Remote

##### Battery Cabinet Adjacent

150 Adjacent Battery Cabinet 20%

300 Adjacent Battery Cabinet 20%

400 Adjacent Battery Cabinet 20%

490 Adjacent Battery Cabinet 20%

##### Battery Cabinet Remote

150 Remote Battery Cabinet 20%

300 Remote Battery Cabinet 20%

400 Remote Battery Cabinet 20%

490 Remote Battery Cabinet 20%

##### Battery Disconnect

175A Battery Disconnect 20%

250A Battery Disconnect 20%

400A Battery Disconnect 20%

#### AUXILIARY CABINET OPTIONS

Cable Connection Cabinet

Top Entry Cabinet	20%
Bottom Entry Cabinet	20%
<b>Adjacent Maintenance Bypass Cabinet</b>	
<b>Dealer chooses one (1) Maint Bypass, or wall Maint Bypass</b>	
Maintenance Bypass - 480V/480V (40/50 kVA)	20%
Maintenance Bypass - 480V/480V (60/80 kVA)	20%
Maintenance Bypass - 480V/480V (100/130 kVA)	20%
Maintenance Bypass - 480V/208V (40/50 kVA)	20%
Maintenance Bypass - 480V/208V (60/80 kVA)	20%
Maintenance Bypass - 480V/208V (100/130 kVA)	20%
Maintenance Bypass - 208V/208V (40/50 kVA)	20%
Maintenance Bypass - 208V/208V (60/80 kVA)	20%
Maintenance Bypass - 208V/208V (100/130 kVA)	20%
Maintenance Bypass - 600V/208V (40/50 kVA)	20%
Maintenance Bypass - 600V/208V (60/80 kVA)	20%
Maintenance Bypass - 600V/208V (100/130 kVA)	20%
Maintenance Bypass - 600V/600V (40/50 kVA)	20%
Maintenance Bypass - 600V/600V (60/80 kVA)	20%
Maintenance Bypass - 600V/600V (100/130 kVA)	20%
<b>Wall Mount Maintenance Bypass Cabinet</b>	
Maintenance Bypass - 480V/480V (40/50kVA)	20%
Maintenance Bypass - 480V/480V (60/80kVA)	20%
Maintenance Bypass - 480V/480V (100/130kVA)	20%
Maintenance Bypass - 480V/208V (40/50 kVA)	20%
Maintenance Bypass - 480V/208V (60/80 kVA)	20%
Maintenance Bypass - 480V/208V (100/130 kVA)	20%
Maintenance Bypass - 208V/208V	20%
<b>Distribution Cabinet</b>	
480V Adjacent Distribution Cabinet	20%
208V Adjacent Distribution Cabinet	20%
<b>Distribution Cabinet Breakers</b>	
Four 225A CB Panel A	20%
Four 225A CB Panel B	20%
42 Pole Panelboard A	20%
42 Pole Panelboard B	20%

#### **PARALLELING OPTIONS**

<b>Paralleling</b>	
Paralleling	20%
<b>Paralleling System Bypass Cabinet</b>	
26" 160kVA Paralleling System Bypass Cabinet	20%
26" 320kVA Paralleling System Bypass Cabinet	20%
42" 160kVA Paralleling System Bypass Cabinet	20%
42" 320kVA Paralleling System Bypass Cabinet	20%
42" 520kVA Paralleling System Bypass Cabinet	20%
<b>Paralleling System Bypass Cabinet Breakers</b>	
4 UPS Paralleling (40/50/60/80 kVA)	20%
3 UPS Paralleling (100/130 kVA)	20%
3 UPS Paralleling (40/50/60/80 kVA)	20%
3 UPS Paralleling (100/130 kVA)	20%
4 UPS Paralleling (40/50/60/80 kVA)	20%
4 UPS Paralleling (100/130 kVA)	20%

#### **COMMUNICATIONS**

<b>External Sync</b>	
External Sync Box	20%
External Sync Card	20%
<b>Additional Communications Protocol</b>	
Alarm Relay Card	20%
Environment Sensor for Network Management C	20%
Remote Summary Alarm Panel	20%

#### **MOUNTING**

**Seismic Kit**

UPS Cabinet & 26/32W Battery Cabinet	20%
UPS Cabinet & 48W Battery Cabinet	20%
Adjacent Auxiliary Cabinet	20%

**Flywheel Options**

(Reference the "UPS300AG" Caterpillar Price List)

UP0150A - UPS 150 480V 60HZ	20%
UP0300A - UPS 300 480V 60HZ	20%
UP300EA - UPS 300 480V 60HZ	20%
UP0600A - UPS 600 480V 60HZ	20%
UP0900A - UPS 900 480V 60HZ	20%
UP1200Z - UPS 1200 480V 60HZ	20%
UPEXP02 - UPS Module Power Stage Expansio	20%

**ATS (AUTOMATIC TRANSFER SWITCHES)**

ATC-40-2, NEMA1	20%
ATC-40-3, NEMA1	20%
ATC-40-4, NEMA1	20%
ATC-80-2, NEMA1	20%
ATC-80-3, NEMA1	20%
ATC-80-4, NEMA1	20%
ATC-100-2, NEMA1	20%
ATC-100-3, NEMA1	20%
ATC-100-4, NEMA1	20%
ATC-150-2, NEMA1	20%
ATC-150-3, NEMA1	20%
ATC-150-4, NEMA1	20%
ATC-200-2, NEMA1	20%
ATC-200-3, NEMA1	20%
ATC-200-4, NEMA1	20%
ATC-225-2, NEMA1	20%
ATC-225-3, NEMA1	20%
ATC-225-4, NEMA1	20%
ATC-280-2, NEMA1	20%
ATC-280-3, NEMA1	20%
ATC-280-4, NEMA1	20%
ATC-400-2, NEMA1	20%
ATC-400-3, NEMA1	20%
ATC-400-4, NEMA1	20%
CTG-600-2, NEMA1	20%
CTG-600-3, NEMA1	20%
CTG-600-4, NEMA1	20%
CTG-800-2, NEMA1	20%
CTG-800-3, NEMA1	20%
CTG-800-4, NEMA1	20%
CTG-1000-2, NEMA1	20%
CTG-1000-3, NEMA1	20%
CTG-1000-4, NEMA1	20%
CTG-1200-2, NEMA1	20%
CTG-1200-3, NEMA1	20%
CTG-1200-4, NEMA1	20%
CTG-1600-3, NEMA1	20%
CTG-1600-4, NEMA1	20%
CTG-2000-3, NEMA1	20%
CTG-2000-4, NEMA1	20%
CTG-2600-3, NEMA1	20%
CTG-2600-4, NEMA1	20%
CTG-3000-3, NEMA1	20%
CTG-3000-4, NEMA1	20%
ATC-40-2, NEMA3	20%
ATC-40-3, NEMA3	20%

ATC-40-4, NEMA3	20%
ATC-80-2, NEMA3	20%
ATC-80-3, NEMA3	20%
ATC-80-4, NEMA3	20%
ATC-100-2, NEMA3	20%
ATC-100-3, NEMA3	20%
ATC-100-4, NEMA3	20%
ATC-150-2, NEMA3	20%
ATC-150-3, NEMA3	20%
ATC-150-4, NEMA3	20%
ATC-200-2, NEMA3	20%
ATC-200-3, NEMA3	20%
ATC-200-4, NEMA3	20%
ATC-225-2, NEMA3	20%
ATC-225-3, NEMA3	20%
ATC-225-4, NEMA3	20%
ATC-260-2, NEMA3	20%
ATC-260-3, NEMA3	20%
ATC-260-4, NEMA3	20%
ATC-400-2, NEMA3	20%
ATC-400-3, NEMA3	20%
ATC-400-4, NEMA3	20%
CTG-600-2, NEMA3	20%
CTG-600-3, NEMA3	20%
CTG-600-4, NEMA3	20%
CTG-800-2, NEMA3	20%
CTG-800-3, NEMA3	20%
CTG-800-4, NEMA3	20%
CTG-1000-2, NEMA3	20%
CTG-1000-3, NEMA3	20%
CTG-1000-4, NEMA3	20%
CTG-1200-2, NEMA3	20%
CTG-1200-3, NEMA3	20%
CTG-1200-4, NEMA3	20%
CTG-1600-3, NEMA3	20%
CTG-1600-4, NEMA3	20%
CTG-2000-3, NEMA3	20%
CTG-2000-4, NEMA3	20%
CTG-2600-3, NEMA3	20%
CTG-2600-4, NEMA3	20%
CTG-3000-3, NEMA3	20%
CTG-3000-4, NEMA3	20%

<b>Delayed Transition</b>	20%
ATCD-40-2, NEMA1	20%
ATCD-40-3, NEMA1	20%
ATCD-40-4, NEMA1	20%
ATCD-80-2, NEMA1	20%
ATCD-80-3, NEMA1	20%
ATCD-80-4, NEMA1	20%
ATCD-100-2, NEMA1	20%
ATCD-100-3, NEMA1	20%
ATCD-100-4, NEMA1	20%
ATCD-150-2, NEMA1	20%
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ATCD-800-2, NEMA1	20%
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ATCD-1000-4, NEMA1	20%
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ATCD-1200-4, NEMA1	20%
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<b>MCCB ATC</b>	20%
ATV-40-2, NEMA1	20%
ATV-40-3, NEMA1	20%
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ATV-600-3, NEMA3	20%

ATV-800-4, NEMA3	20%
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	20%
<b>Bypass Isolation</b>	20%
BIC-100-2, NEMA1	20%
BIC-100-3, NEMA1	20%
BIC-100-4, NEMA1	20%
BIC-150-2, NEMA1	20%
BIC-150-3, NEMA1	20%
BIC-150-4, NEMA1	20%
BIC-225-2, NEMA1	20%
BIC-225-3, NEMA1	20%
BIC-225-4, NEMA1	20%
BIC-260-2, NEMA1	20%
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BIC-800-3, NEMA1	20%
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BIC-1000-3, NEMA1	20%
BIC-1000-4, NEMA1	20%
BIC-1200-3, NEMA1	20%
BIC-1200-4, NEMA1	20%
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CBTS-2000-3, NEMA1	20%
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<b>Bypass Isolation Delayed Transition</b>	20%
BICD-100-2, NEMA1	20%
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BICD-600-4, NEMA1	20%
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CBTSD-3000-3, NEMA1	20%
CBTSD-3000-4, NEMA1	20%
CBTSD-4000-3, NEMA1	20%
CBTSD-4000-4, NEMA1	20%

**Open Transition - Residential**

CTX-40-2, NEMA1	20%
CTX-40-3, NEMA1	20%
CTX-40-4, NEMA1	20%
CTX-80-2, NEMA1	20%
CTX-80-3, NEMA1	20%
CTX-80-4, NEMA1	20%
CTX-100-2, NEMA1	20%
CTX-100-3, NEMA1	20%
CTX-100-4, NEMA1	20%
CTX-150-2, NEMA1	20%
CTX-150-3, NEMA1	20%
CTX-150-4, NEMA1	20%
CTX-200-2, NEMA1	20%
CTX-200-3, NEMA1	20%
CTX-200-4, NEMA1	20%
CTX-225-2, NEMA1	20%
CTX-225-3, NEMA1	20%
CTX-225-4, NEMA1	20%
CTX-300-2, NEMA1	20%
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CTX-100-4, NEMA3	20%
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CTX-150-4, NEMA3	20%
CTX-200-2, NEMA3	20%
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CTX-200-4, NEMA3	20%
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CTX-400-4, NEMA3	20%



## *GILA COUNTY ATTORNEY*

*Bradley D. Beauchamp*

Re: County Attorney's Office "approval as to form" of contract or agreement.

To whom it may concern:

The County Attorney's Office has reviewed the contract or agreement attached to this agenda item and has determined that it is in its proper form and is within the powers and authority granted under the laws of this state to the public agency requesting the County Attorney's Office review.

### **Explanation of the Gila County Attorney's Office "Approval as to Form" Review**

The Gila County Attorney's Office is often called upon to review contracts and other agreements between public entities represented by the County Attorney and private vendors, contractors, and individuals.

In performing this review, the County Attorney's Office reviews these contracts to see that they are in "proper form" prior to their execution. "Proper form" means that the contract conforms to fundamental contract law, conforms to specific legislative requirements, and is within the powers and authority granted to the public agency. It does not mean that the County Attorney's Office approves of or supports the policy objectives contained in the contract. That approval is solely the province of the public agency through its elected body.

The public agency or department submitting the contract for review has the responsibility to read and understand the contract in order to completely understand its obligations under the contract if it is ultimately approved by the public entity's board. This is because while the County Attorney's Office can approve the contract as to form, the office may not have any idea whether the public agency has the capacity to actually comply with its contractual obligations. Also, the County Attorney's Office does not monitor contract compliance. Hence the public entity or

submitting department will need to be prepared to monitor their own compliance. A thorough knowledge of the provisions of the contract will be necessary to monitor compliance.

Before signing a contract “approved as to form,” the County Attorney’s Office will answer any questions or concerns the public agency has about the contract. It is the responsibility of the public agency or department submitting the contract for review to ask any specific questions or address any concerns it has about the contract to the County Attorney’s Office at the same time they submit the contract for review. Making such an inquiry also helps improve the County Attorney’s Office review of the contract because it will help focus the review on specific issues that are of greatest concern to the public agency. Failing to make such an inquiry when the agency does have issues or concerns will decrease the ability of the County Attorney’s Office to meaningfully review the agreement.

**ARF-2025**

**Regular Agenda Item 3. E.**

**Regular BOS Meeting**

**Meeting Date:** 09/03/2013

Submitted For: Jeffrey  
Hessenius

Submitted By: Dana Sgroi, Contracts Support  
Specialist, Finance Department

Department: County Manager

Fiscal Year: 2013-2014      Budgeted?: Yes

Contract Dates 08-31-13 to      Grant?: No

Begin & End: 08-31-2028

Matching No      Fund?: New

Requirement?:

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Information

Request/Subject

Contract ADES14-051775 for Vending Services Grantor Agreement.

Background Information

Gila County provides a beverage vending machine for the public's use and employee use on the first floor of the Globe Courthouse. Gila County desires to provide a vending snack machine on the first floor of the Globe Courthouse, next to the existing beverage vending machine, that will provide snacks to the public and the employees of Gila County.

Evaluation

Due to long hours for court hearings, people cannot leave the building to get something to eat, in fear of missing their court date. Numerous people have inquired of the receptionist if there are any vending snack machines located in the Courthouse. As a convenience to the public awaiting trials and to the employees of Gila County, a vending snack machine will be placed on the first floor of the Courthouse.

The Randolph-Sheppard Act (Public Law 93-516) was enacted in 1936 to enhance employment opportunities for trained, licensed blind persons to operate facilities. The law was subsequently amended in 1954 and again in 1974 to ultimately ensure individuals who are blind, a priority in the operation of vending facilities, which include automatic vending machines. Under the Randolph-Sheppard program, state licensing agencies recruit, train, license and place individuals who are blind, as operators of vending facilities.

Rehabilitation Services Administration (RSA) is the administration within the Department of Economic Security, that provides Vocational Rehabilitation (VR) services and Independent Living (IL) services to individuals with various disabilities. Business Enterprise Program (BEP), as part of RSA, licenses individuals who are legally blind to operate food service businesses throughout the State of Arizona. Per the Arizona Revised Statute A.R.S. §23-504, BEP Operators have priority for merchandising business on State, County, or other local government property.

In accordance with the Randolph-Sheppard Act (Public Law 93-516), and A.R.S. §23-504, the County will enter into an agreement with the Arizona Department of Economic Security/Rehabilitation Services Administration/Business Enterprise Program to utilize the services provided by the Business Enterprise Program to arrange an automated snack vending machine to be installed and serviced by a BEP Operator.

### Conclusion

The County desires to enter into an agreement with the Arizona Department of Economic Security/Rehabilitation Services Administration/Business Enterprise Program to utilize the services provided by the Business Enterprise Program to arrange an automated snack vending machine to be installed and serviced by a BEP Operator.

By entering into this agreement, it will not only accommodate the public and Gila County employees, but will provide aide to a noteworthy program, which helps with the advancement of vocational rehabilitation and supports independent living for disabled individuals, through hiring licensed individuals who are legally blind, to operate the vending machine.

### Recommendation

Staff recommends that the Board of Supervisors enter into an agreement with the Arizona Department of Economic Security/Rehabilitation Services Administration/Business Enterprise Program to utilize the services provided by the Business Enterprise Program to arrange an automated snack vending machine to be installed and serviced by a BEP Operator.

### Suggested Motion

Information/Discussion/Action to approve a Vending Services Grantor Agreement (Contract No. ADES14-051775) with the Arizona Department of Economic Security/Rehabilitation Services Administration/Business Enterprise Program (BEP) to utilize the services provided by BEP, to arrange for an automated snack vending machine on the 2nd floor, main lobby of the Gila County Courthouse that will be installed and serviced by a BEP Operator. Said Agreement will expire on August 31, 2028. **(Jeff Hessenius)**

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### Attachments

Grantor Agreement - Governmental Entities

Attachment 1-Facility Location

The Randolph-Sheppard Act

A.R.S. 23-504

Legal Explanation



### GRANTOR AGREEMENT (GOVERNMENTAL ENTITIES)

Grantor Agreement between the Arizona Department of Economic Security ("ADES" or "Department") and the Gila County Board of Supervisors ("Grantor").

WHEREAS, the Department is duly authorized to execute and administer contracts under A.R.S. § 41-1954; and

WHEREAS Grantor has authority to enter into contracts pursuant to A.R.S. § 11-251 ; and,

WHEREAS Grantor is the owner or lessee of the property(ies) identified in this Agreement that will be granted free of charges to ADES/Rehabilitation Services Administration (RSA)/Business Enterprise Program (BEP) for the operation of a merchandising/vending business by a licensed blind person; and

THEREFORE, the Department and Grantor agree to abide by all the terms and conditions set forth in this Agreement.

BY SIGNING THIS FORM ON BEHALF OF THE GRANTOR, THE SIGNATORY CERTIFIES HE/SHE HAS THE AUTHORITY TO BIND THE GRANTOR TO THIS AGREEMENT.

FOR AND ON BEHALF OF THE ARIZONA  
DEPARTMENT OF ECONOMIC SECURITY

FOR AND ON BEHALF OF the Gila County Board  
of Supervisors

Signature

Signature

Eleda Greenfield

Michael A. Pastor

Printed Name

Printed Name

Procurement Manager

Chairman of the Board

Title

Title

Date

Date

ADES14-051775

ADES Contract Number

ATTEST:

Marian Sheppard, Clerk of the Board  
APPROVE AS TO FORM:

Bryan B. Chambers, Deputy Attorney  
Principal for Bradley D. Beauchamp,  
County Attorney

**1.0 ADES MISSION AND VISION STATEMENTS**

- 1.1 ADES Mission: ADES promotes the safety, well being, and self-sufficiency of children, adults, and families.
- 1.2 ADES Vision: Every child, adult, and family in the State of Arizona will be safe and economically secure.

**2.0 PARTIES**

- 2.1 This Agreement is between the Arizona Department of Economic Security (ADES)/Rehabilitation Services Administration (RSA)/Business Enterprise Program (BEP) and the Gila County Board of Supervisors (the "Grantor").
- 2.2 RSA is the administration within the Department of Economic Security that provides Vocational Rehabilitation (VR) services and Independent Living (IL) services to individuals with various disabilities. Through the provision of VR services, RSA assists individuals with disabilities in achieving permanent, integrated, and competitive employment consistent with their strengths, resources, priorities, concerns, abilities, capabilities, interests and informed choice. Through the provision of IL services, RSA assists eligible individuals to increase their ability to function independently in home and community.
- 2.3 BEP, as part of RSA, licenses individuals who are legally blind (also known as BEP Operators) to operate food service businesses throughout the State of Arizona. In accordance with the Randolph-Sheppard Act (P.L. 93-516) as amended, BEP Operators have priority for merchandising business on Federal property. Per the Arizona Revised Statute A.R.S. §23-504, BEP Operators have priority for merchandising business on State, County, or other local government property. Business operations vary from small snack bars, vending machines to large cafeterias. BEP is responsible for identifying potential business opportunities at those facilities, negotiating agreements with the local government entities and private businesses, designing and equipping facilities, and providing initial stocks and supplies. The individual BEP Operators are not State of Arizona employees. RSA/BEP enters into an agreement with each BEP Operator.

**3.0 TERMS OF AGREEMENT**

- 3.1 TERM.  
The term of this Agreement shall be for a period of approximately fifteen (15) years beginning on the date of last signature and ending on August 31, 2028.
- 3.2 TERMINATION
- 3.2.1 This Agreement may be terminated by mutual agreement of the parties at any time during the term of the Agreement.
- 3.2.2 Each party shall have the right to terminate this Agreement by written notice to the other Party of termination at least thirty (30) days prior to the effective date of said termination.

**4.0 AMENDMENTS OR MODIFICATIONS**

- 4.1 This Agreement may be amended or modified at any time by mutual agreement. No agent, employee or other representative of either party is empowered to alter any of the terms of the Agreement, unless done in writing and signed by the authorized representative of the respective parties.
- 4.2 Any amendment, modification, or variation from the terms of the Agreement shall be in writing and signed by the authorized signatories of both parties.
- 4.3 Exceptions. Either party shall give written notice to the other party of any non-material alteration that affects the provisions of this Agreement. Non-material alterations that do not require a written amendment are as follows:
  - 4.3.1 Change of telephone number(s).
  - 4.3.2 Change in authorized signatory.
  - 4.3.3 Change in the name and/or address (es) of the person(s) to whom notices are to be sent.
  - 4.3.4 Changes to Attachment 1 which include but are not limited to:
    - 1. Additions and deletions of locations on any property owned or leased by Grantor. All such changes shall be reflected in a revised Attachment 1.
    - 2. Addition, replacement or removal of equipment or movement of equipment from one area of a location to another, as in movement of a vending machine from one floor to another. E-mail is the preferred method of updating Attachment 1.

## **5.0 PURPOSE OF AGREEMENT**

- 5.1 The purpose of this Agreement is to mutually agree upon the:
  - 5.1.1 Location(s) on the Grantor's property as stated in Attachment 1 that will be granted to RSA/BEP free of charges for operation of a merchandising/vending machine business; and
  - 5.1.2 Roles and responsibilities of both Parties.

## **6.0 RESPONSIBILITIES**

- 6.1 RSA/BEP will:
  - 6.1.1 Assign a licensed BEP Operator to the agreed upon merchandising/vending business. RSA/BEP may replace the Operator pursuant to BEP Policy and R6-4 Article 3 as may be amended. If the services being provided by the BEP Operator are documented to be unsatisfactory RSA/BEP will appoint a qualified temporary BEP Operator and/or replacement BEP Operator.
  - 6.1.2 Assist the BEP Operator in establishing the merchandising/vending business, and furnishing and installing necessary equipment. There will be no charge to Grantor for furnishing and installing the equipment.
  - 6.1.3 All equipment purchased by RSA/BEP will remain the property of ADES and will be marked with an ADES inventory tag.
  - 6.1.4 RSA/BEP will not add any vending machines without prior approval of the Grantor. Vending machine changes will be reflected in a revised Attachment 1.
  - 6.1.5 Obtain written consent from the Grantor prior to making any alterations, additions or improvements to any merchandising/vending locations under this Agreement.
  - 6.1.6 Respond within forty-eight (48) hours of notification by the Grantor to issues concerning the maintenance and operation of the equipment/vending machines. Response by email is acceptable and preferred.
  - 6.1.7 Correct any deficiencies in the observation or performance of any terms and conditions or provisions of this Agreement within thirty (30) days after receipt of written notice of the deficiency (ies). If more than thirty (30) days are reasonably required to cure the deficiency, (as per A.A.C. R6-4-315 and R6-4-325 as may be amended), then RSA/BEP will not be deemed to be in default if the cure was commenced within the thirty (30) day period and it is diligently pursued to its completion. Notwithstanding the foregoing, in the event the Grantor determines that performance under this Agreement by RSA/BEP or the BEP Operator constitutes a hazard to health or safety, Grantor may require the immediate cure of the deficiency and in its sole discretion suspend operations at the facility until the cure is accomplished or terminate this Agreement.
  - 6.1.8 Make all reasonable efforts to repair defective equipment/vending machines. RSA/BEP will issue a request for repair service of equipment/machine within twenty-four (24) hours of detecting defect or upon receipt of a notice from the Grantor. If a licensed technician determines that the equipment/machine is unserviceable the BEP Manager or his/her delegate will make provisions for the machine replacement and/or disposal accordingly.
  - 6.1.9 Make all reasonable efforts that any RSA/BEP owned vending machines/equipment is/are moved within ten (10) business days from the date of receipt of a written request from the Grantor. RSA/BEP assumes full responsibility for equipment and or its condition and the vending products within each machine if the Grantor be required to move the equipment on behalf of ADES/BEP due to the failure of BEP to move the specified equipment within the ten (10) day period after notice from the Grantor is received.
  - 6.1.10 Direct the BEP Operator to coordinate with the Grantor's designated representative concerning access to the facility and the security of the premises during and after regular business hours in relation to the merchandising/vending locations reflected under this Agreement. This will entail compliance with any additional personnel testing, screening, background checks, etc., which may be required of other ADES Contractor personnel providing vendor machine services having routine access to the facility.
  - 6.1.11 Direct the BEP Operator provide services as follows:
    - 1. Operate those merchandising/vending services on Grantor's premises stated in Attachment 1 of this Agreement.
    - 2. Comply with all Arizona Department of Health Services regulations, county health regulations and other regulations applicable to the operations of the merchandising/vending business.
    - 3. Comply with all statutes, rules, orders, codes, ordinances and regulations applicable to the operation of the business and the premises.
    - 4. Maintain insurance and other employee insurance policies as required by law and stated in the BEP Operator Agreement. The State of Arizona, ADES/RSA/BEP and Grantor shall be named as additional insured on the liability insurance policy.
    - 5. Provide evidence of any security clearances if required in this Agreement.
    - 6. Maintain the operation of the business during mutually agreed upon business hours as stated in Attachment 1.

7. Establish and maintain direct contact with the designated Grantor representative(s) in order to resolve operational issues or concerns.
8. Respond within forty-eight (48) hours of notification by Grantor to issues concerning the maintenance and operation of the equipment/vending machines. Response by email is acceptable and preferred. The BEP Operator shall also maintain direct contact with a designated Grantor Representative to resolve any operational issues or concerns.
9. Maintain all equipment in good working order, service them as needed, repair or replace all broken parts when applicable and maintain them in a clean, orderly and sanitary condition so as to not detract from or deteriorate building appearance.
10. Empty regularly all trash from each food service/vending location into receptacles as designated by the Grantor.
11. Pay for any long distance phone service accrued for each food service location if using phone service provided by Grantor.
12. Confirm that weight on any floor at any site does not exceed the load limit established by Grantor, if applicable.
13. Handle customer requests to replenish inventory, and make refunds for lost coins or unsatisfactory products in a prompt and courteous manner. Refund notice will be posted on each vending machine.
14. Provide vending services as follows:
  1. Price vending products in accordance with the average market value of the same or like products plus BEP markup. These items may include but are not limited to; hot beverages, cold drinks, candy, pastries, sandwiches/cold foods or frozen items, snacks, and other convenience items.
  2. Utilize popular brands of food and drinks and accommodate reasonable requests by the Grantor to stock specific products in vending equipment.
  3. Provide fresh products within the dates stamped on the package(s).
  4. Service and restock all vending equipment in accordance with the requirements listed in Attachment 1.
  5. Not use vending machines that dispense alcohol, tobacco products, or medications

6.2 Grantor shall:

- 6.2.1 Provide and pay security, space and utilities (gas, water, sewer, electricity) or other assessment for the operation of the merchandising/vending business at no cost to RSA/BEP or the BEP Operator as follows:
  1. Provide at least sixteen square feet (16 SF) for each vending machine.
  2. Provide water and electricity if applicable, to within three (3) feet of vending equipment in areas at locations identified in Attachment 1.
  3. Install water line(s) prior to installation of vending equipment when applicable. Water Line shall have an appropriate size shut off valve with an appropriate size compression fitting on the end.
  4. Provide electrical outlets that are a minimum of 15 Amp and at best, a dedicated circuit for each outlet with one outlet for each machine. Minimum of dedicated circuits is one for each compressor operated piece of equipment such as frozen food, hot beverages, cold food, and/or soda machines. Frozen food and hot beverage machines require not less than a 20 Amp dedicated circuit and a 5-20R electrical receptacle (NEMA configurations).
  5. Provide receptacles for trash and or recyclable items.
  6. Provide backup systems to support fire and security systems, and access to and out of rooms and buildings in the event of interruption of utilities. This includes evacuation plans for the assistance to the individuals with physical disabilities and the individuals who are blind.
- 6.2.2 Cooperate with and allow RSA/BEP to furnish and install equipment and/or services as deemed necessary for merchandising/vending business operation.
- 6.2.3 Furnish RSA/BEP any documents and information deemed necessary for successful business operation (i.e. floor plans, electrical plans, minutes related to the BEP Operations).
- 6.2.4 Provide access to the BEP Operator and its personnel during and after regular business hours as necessary. Access shall be mutually agreed upon and in writing. All security shall be the responsibility of Grantor.
- 6.2.5 Allow the BEP Operator to have direct contact with the designated Grantor Representative.
- 6.2.6 Notify the RSA/BEP designated contact person and the BEP Operator if any concerns arise in respect to food selection, inventory or other service issues in order to promote good customer service. Submit any request for changes in the merchandising/vending service products/inventory or hours in writing to the designated RSA/BEP contact person and/or the BEP Operator.
- 6.2.7 Notify the BEP Operator of events that may warrant replenishment of inventory outside of regular stocking schedule.
- 6.2.8 Notify the BEP Operator about any requirements concerning access to the facility and the security of the premises during and after regular business hours in relation to the merchandising/vending locations

reflected under this Agreement. This shall entail compliance with any additional personnel testing, screening, background checks, etc., which may be required of other ADES Contractor personnel providing vending machine service having routine access to the facility.

- 6.2.9 Not move or cause to be moved equipment/machines from their specified location(s).
1. In the event that equipment/machines need to be moved either permanently or temporarily, the designated RSA/BEP contact person shall be notified in writing to move the machine or machines within ten (10) business days prior to date and time of required move in order for RSA/BEP to acquire a contractor to move the equipment.
  2. Except as provided in 6.2.9.1 above, in the event that vending machines/equipment is/are moved by or at the request of Grantor, the Grantor shall accept full responsibility for all damage to equipment and product up to full replacement of equipment and or vending products resulting in loss. Damages to equipment will be assessed in writing by a licensed repair contractor, contracted by the RSA/BEP for purposes of assessing the cost of damage and or loss. Product loss assessment shall be accepted by Grantor as cause for reimbursement when presented with an itemized list in writing by the BEP Operator and confirmed in writing by the BEP Manager or his/her delegate. Grantor agrees to reimburse the vending equipment owner for damages of equipment and /or resulting product loss in accordance with this paragraph.
- 6.2.10 Respond to requests and or correspondence from RSA/BEP or BEP Operator not to exceed forty-eight (48) hours. Response by email is acceptable and preferred.
- 6.2.11 For cafeterias, notify annually RSA/BEP designated personnel about current population. Furthermore, if there is a reduction or increase in building population of more than 50 people, at any time, Grantor shall notify RSA/BEP within ten (10) working days of the change.
- 6.2.12 Grant exclusive rights for food, snack and beverage sales to BEP at all locations cited in Attachment 1 of this Agreement.
1. Food, snacks and/or beverages cannot be sold on the premises covered by the Grantor Agreement by anyone other than BEP.
  2. The only exception is periodic departmental sales for charitable donations.

## **7.0 PAYMENT**

- 7.1 There will be no payment under this Agreement. Grantor shall not charge any rent or other assessment for use or occupancy of the space granted for the operation of the merchandising/vending machine business by licensed blind persons.

## **8.0 NOTICES**

- 8.1 All notices to Grantor regarding this Agreement shall be sent to the following address:  
Organization: Gila County Board of Supervisors  
ATTN: Chairman  
Address: 1400 E. Ash Street, Globe, AZ 85501  
Phone: (928) 425-3231 Fax: (928) 425-0319
- 8.2 All notices to the ADES/RSA/BEP regarding the merchandising/vending machine business under this Agreement shall be sent to the following addresses:
- 8.2.1 Rehabilitation Services Administration, Business Enterprise Program  
ATTN: BEP Manager  
22 East Mitchell Drive, #103, Site Code 018D-4  
Phoenix, Arizona 85012-2340  
Phone: (602) 266-9070 Fax: (602) 235-9491;
- and
- 8.2.2 Rehabilitation Services Administration  
Attention: SBVI Manager  
PO Box 6123, Site Code 930A  
Phoenix, Arizona 85005-6123
- 8.3 The ADES and the Grantor will provide the contact person's name and email address to the other Party. Updates on this information may be provided by email to the other Party.

## **9.0 APPLICABLE LAW**

9.1 This Agreement shall be governed and interpreted by the laws of the State of Arizona. The materials and services supplied under this Agreement shall comply with all applicable Federal, State and local laws, and the Grantor shall maintain all applicable licenses and permit requirements.

## **10.0 ARBITRATION**

10.1 The parties to this Agreement agree to resolve all disputes arising out of or relating to this Agreement through arbitration, after exhausting applicable administrative review, to the extent required by A.R.S. §12-1518 except as may be required by other applicable statutes.

## **11.0 AUDIT**

11.1 In accordance with A.R.S. §35-214, the Grantor shall retain and shall contractually require each subcontractor to retain all data, books and other records ("records") relating to this Agreement for a period of five (5) years after the completion of the Agreement. All records shall be subject to inspection and audit by the State at reasonable times. Upon request, the Grantor shall produce the original of any or all such records.

## **12.0 AVAILABILITY OF FUNDS FOR THE CURRENT STATE FISCAL YEAR**

12.1 The Director of ADES shall have the sole and unfettered discretion in determining the availability of funds.

## **13.0 AVAILABILITY OF FUNDS FOR THE NEXT STATE FISCAL YEAR**

13.1 Funds may not presently be available for performance under this Agreement beyond the current state fiscal year. If funds are not allocated and available for the continuance of this Agreement, this Agreement may be terminated by ADES at the end of the period for which funds are available.

13.2 No liability shall accrue to ADES in the event this provision is exercised, and ADES shall not be obligated or liable for any future payments or for any damages as a result of termination under this paragraph.

## **14.0 CANCELLATION FOR CONFLICT OF INTEREST**

14.1 In accordance with A.R.S. §38-511, the State may within three years after execution cancel the Agreement, without penalty or further obligation, if any person significantly involved in initiating, negotiating, securing, drafting or creating the Agreement on behalf of the State, at any time while the Agreement is in effect, becomes an employee or agent of any other party to the Agreement in any capacity or a consultant to any other party to the Agreement with respect to the matter of the Agreement.

## **15.0 FORCE MAJEURE**

15.1 Except for payment of sums due, neither party shall be liable to the other nor deemed in default under this agreement if and to the extent that such party's performance of this agreement is prevented by reason of force majeure. The term "force majeure" means an occurrence that is beyond the control of the party affected and occurs without its fault or negligence. Without limiting the foregoing, force majeure includes acts of God; acts of the public enemy; war; riots; strikes; mobilization; labor disputes; civil disorders; fire; flood; lockouts; injunctions-intervention-acts; or failures or refusals to act by government authority; and other similar occurrences beyond the control of the party declaring force majeure which such party is unable to prevent by exercising reasonable diligence.

## **16.0 INDEMNIFICATION AND INSURANCE**

16.1 Each Party to this Agreement is responsible for its own negligence.

16.2 The Department will require that the BEP Operator:

16.2.1 Prior to the commencement of services, provides to the Grantor:

1. A copy of a valid insurance certificate as evidence of primary and non-contributory liability insurance, naming the State of Arizona/ADES and Grantor as additional insured. The insurance certificate shall identify the Agreement number and provide for 30 days' advance notice of any material changes, cancellation, termination or expiration.
2. A copy of a valid worker's compensation certificate.

16.2.2 Maintains valid insurance and worker's compensation coverage.

## **17.0 NON-AVAILABILITY OF FUNDS**

17.1 In accordance with A.R.S. §35-154, every payment obligation of the State under the Agreement is conditioned upon the availability of funds appropriated or allocated for payment of such obligation. If funds

are not allocated and available for the continuance of this Agreement, this Agreement may be terminated by the State at the end of the period for which funds are available. No liability shall accrue to the State in the event his provision is exercised, and the State shall not be obligated or liable for any future payments or for any damages as a result of termination under this paragraph.

**18.0 NON-DISCRIMINATION**

18.1 In accordance with A.R.S. §41-1461 et seq. and Executive Order 2009-09, the Grantor shall provide equal employment opportunities for all persons, regardless of race, color, religion, creed, sex, age, national origin, disability or political affiliation. The Grantor shall comply with the Americans with Disabilities Act.

**19.0 ATTACHMENTS**

19.1 The following attachment is part of this Agreement:

1. Attachment 1 Merchandising/Vending Business Facility Location.

# **MERCHANDISING/ VENDING BUSINESS FACILITY LOCATION**

Grantor Agreement Number	ADES14-051775
Grantor Name	Gila County Board of Supervisors
Facility Name	Court House

Contact Person	Name	Phone Number
BEP Operator		
BEP Manager	Jason Sauer	602-266-9070
Grantor Representative	Robert Hickman, Facilities Mgr	928-402-8592

Location Site Address	Snack	Cold Food	Hot Beverage	Cold Beverage	Frozen Food	Bill Changer	Combo Snack & Beverage	Cafeteria Extensive Food Services	Limited Food Preparation Snack Bar or Grab and Go
Gila County Courthouse 1400 E. Ash Street , Globe 2 <sup>nd</sup> Floor Main Lobby	1			1					
Total Vending Machine: 2	1			1					

Note: Cold Beverage not to be installed until January 2014 when contract with existing vendor expires.  
Hours of Operation: Twenty Four Hours per day, Seven Days Per Week.

Replenishments Schedule: Minimum of once per week, more based on usage demands.

# **The Randolph-Sheppard Act**

AS AMENDED AND AS CODIFIED AT CHAPTER 6A OF TITLE 20 OF  
THE U.S. CODE

## **CHAPTER 6A-VENDING FACILITIES FOR BLIND IN FEDERAL BUILDINGS**

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### **CHAPTER 6A - Vending facilities for blind in federal buildings**

**SEC 107.** Operation of vending facilities authorized; preferences regulations; justification for limitation on such operation.

107a. Federal and State responsibilities.

107b. Application for designation as State licensing agency; cooperation with Secretary; furnishing initial stock.

107b-1. Access to information with State licensing agencies; election and responsibilities of Committee of Blind Vendors.

107b-3. Audit of nonappropriated fund activities.

107d. Expenditures for personal services, rent, printing, etc.; preference to blind persons.

107d-1. Grievances of blind licensees; hearing and arbitration; noncompliance by federal departments and agencies; complaints by state licensing agencies; arbitration.

107d-2. Arbitration. 107d-3. Vending machine income.

107d-4. Training programs for maximum vocational potential for blind.

107e. Definitions.

## 107f. Appropriations.

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107. Operation of vending facilities authorized; preferences regulations; justification for limitation on such operation.

a. For the purposes of providing blind persons with remunerative employment, enlarging the economic opportunities of the blind, and stimulating the blind to greater efforts in striving to make themselves self-supporting, blind persons licensed under the provisions of this chapter shall be authorized to operate vending facilities on any Federal property.

b. In authorizing the operation of vending facilities on Federal property, priority shall be given to blind persons licensed by a State agency as provided in this chapter; and the Secretary, through the Commissioner, shall, after consultation with the Administrator of General Services and other heads of departments, agencies, or instrumentalities of the United States in control of the maintenance, operation, and protection of Federal property, prescribe regulations designed to assure that--

(1) the priority under this subsection is given to such licensed blind persons (including assignment of vending machine income pursuant to section 107d-3 of this title to achieve and protect such priority), and

(2) wherever feasible, one or more vending facilities are established on all Federal property to the extent that any such facility or facilities would not adversely affect the interests of the United States. Any limitation on the placement or operation of a vending facility based on a finding that such placement or operation would adversely affect the interests of the United States shall be fully justified in writing to the Secretary, who shall determine whether such limitation is justified. A determination made by the Secretary pursuant to this provision shall be binding on any department, agency, or instrumentality of the United States affected by such determination. The Secretary shall publish such determination, along with supporting documentation, in the Federal Register.

107a. Federal and State responsibilities

a. Functions of Secretary; surveys; designation of State licensing agencies; qualifications for license; evaluation of program. The Secretary of Education shall--

(1) Insure that the Rehabilitation Services Administration is the principal agency for carrying out this chapter; and the Commissioner shall, within one hundred and eighty days after December 7, 1974, establish requirements for the uniform application of this chapter by each State agency designated under paragraph (5) of this subsection, including appropriate accounting procedures, policies on the selection and establishment of new vending facilities, distribution of income to blind vendors, and the use and control of set-aside funds under section 107b(3) of this title;

(2) Through the Commissioner, make annual surveys of concession vending opportunities for blind persons on Federal and other property in the United States, particularly with respect to Federal property under the control of the General Services Administration, the Department of Defense, and the United States Postal Service;

(3) Make surveys throughout the United States of industries with a view to obtaining information that will assist blind persons to obtain employment;

(4) Make available to the public, and especially to persons with organizations engaged in work for the blind, information obtained as a result of such surveys;

(5) Designate as provided in Section 107b of this title the State agency for the blind in each State, or, in any State in which there is no such agency, some other public agency to issue licenses to blind persons who are citizens of the United States for the operating of vending facilities on Federal and other property in such State for the vending of newspapers, periodicals, confections, tobacco products, foods, beverages, and other articles or services dispensed automatically or manually and prepared on or off the premises in accordance with all applicable health laws, as determined by the State licensing agency, and including the vending or exchange of chances for any lottery authorized by State law and conducted by an agency of a state; and

(6) Through the Commission, (A) conduct periodic evaluations of the program authorized by this chapter, including upward mobility and other training required by section 107d-4 of this title, and annually submit to the

appropriate committees of Congress a report based on such evaluations, and (B) take such other steps, including the issuance of such rules and regulations, as may be necessary or desirable in carrying out the provisions of this chapter.

b. Duty of State licensing agencies to prefer blind The State licensing agency shall, in issuing each such license for the operation of a vending facility, give preference to blind persons who are in need of employment. Each such license shall be issued for an indefinite period but may be terminated by the State licensing agency if it is satisfied that the facility is not being operated in accordance with the rules and regulations prescribed by such licensing agency. Such licenses shall be issued only to applicants who are blind within the meaning of section 107e of this title.

c. Selection of location and type of facility The State licensing agency designated by the Secretary is authorized, with the approval of the head of the department or agency in control of the maintenance, operation, and protection of the Federal property on which the facility is to be located but subject to regulations prescribed pursuant to section 107 of this title, to select a location for such facility and the type of facility to be provided.

d. Buildings occupied by United States departments, agencies, and instrumentalities required to provide sites for facilities; exceptions

(1) After January 1, 1975, no department, agency, or instrumentality of the United States shall undertake to acquire by ownership, rent, lease, or to otherwise occupy, in whole or in part, any building unless, after consultation with the head of such department, agency, or instrumentality and the state licensing agency, it is determined by the Secretary that (A) such building includes a satisfactory site or sites for the location and operation of a vending facility by a blind person, or (B) if a building is to be constructed, substantially altered, or renovated, or in the case of a building that is already occupied on such date by such department, agency, or instrumentality, is to be substantially altered or renovated for use by such department, agency, or instrumentality, the design for such construction, substantial alteration, or renovation includes a satisfactory site or sites for the location and operation of a vending facility by a blind person. Each such department, agency, or instrumentality shall provide notice to the appropriate State licensing agency of its plans for occupation, acquisition, renovation, or relocation of a building adequate to

permit such State agency to determine whether such building includes a satisfactory site or sites for a vending facility.

(2) The provisions of paragraph (1) shall not apply (A) when the Secretary and the State licensing agency determine that the number of people using the property is or will be insufficient to support a vending facility, or (B) to any privately owned building, any part of which is leased by any department, agency, or instrumentality of the United States and in which, (i) prior to the execution of such lease, the lessor or any of his tenants had in operation a restaurant or other food facility in a part of the building not included in such lease, and (ii) the operation of such a vending facility by a blind person would be in proximate and substantial direct competition with such restaurant or other food facility except that each such department, agency, and instrumentality shall make every effort to lease property in privately owned buildings capable of accommodating a vending facility.

(3) For the purposes of this subsection, the term "satisfactory site" means an area determined by the Secretary to have sufficient space, electrical and plumbing outlets, and such other facilities as the Secretary may by regulation prescribe, for the location and operation of a vending facility by a blind person. (e) State licensing agency in states having vocational rehabilitation plans In any State having an approved plan for vocational rehabilitation pursuant to the Vocational Rehabilitation Act or the Rehabilitation Act of 1973, the State licensing agency designated under paragraph (5) of subsection (a) of this section shall be the State agency designated under section 721(a)(1)(A) of Title 29.

107b. Application for designation as State licensing agency; cooperation with Secretary; furnishing initial stock A State agency for the blind or other State agency desiring to be designated as the licensing agency shall, with the approval of the chief executive of the State, make application to the Secretary and agree--

1. To cooperate with the Secretary in carrying out the purpose of this chapter;
2. To provide for each licensed blind person such vending facility equipment, and adequate initial stock of suitable articles to be vended there from, as may be necessary: Provided, however, that such

equipment and stock may be owned by the licensing agency for use of the blind, or by the blind individual to whom the license is issued; And provided further, that if ownership of such equipment is vested in the blind licensee, (A) the State licensing agency shall retain a first option to repurchase such equipment and (B) in the event such individual dies or for any other reason ceases to be a licensee or transfers to another vending facility, ownership of such equipment shall become vested in the State licensing agency (for transfer to a successor licensee) subject to an obligation on the part of the State licensing agency to pay to such individual (or to his estate) the fair value of his interest therein as later determined in accordance with regulations of the State licensing agency and after opportunity for a fair hearing;

3. that if any funds are set aside, or caused to be set aside, from the net proceeds of the operation of the vending facilities such funds shall be set aside, or caused to be set aside, only to the extent necessary for and may be used only for the purposes of (A) maintenance and replacement of equipment; (B) the purchase of new equipment; (C) management services; (D) assuring a fair minimum return to operators of vending facilities; and (E) retirement or pension funds, health insurance contributions, and provision for paid sick leave and vacation time, if it is determined by a majority vote of blind licensees licensed by such State agency, after such agency provides to each such licensee full information on all matters relevant to such proposed program, that funds under this paragraph shall be set aside for such purposes: Provided, however, that in no event shall the amount of such funds to be set aside from the net proceeds of any vending facility exceed a reasonable amount which shall be determined by the Secretary;

4. to make sure reports in such form and containing such information as the Secretary may from time to time require and to comply with such provisions as he may from time to time find necessary to assure the correctness and verification of such reports;

5. to issue such regulations, consistent with the provisions of this chapter, as may be necessary for the operation of this program;

6. to provide to any blind licensee dissatisfied with any action arising from the operation or administration of the vending facility program an opportunity for a fair hearing, and to agree to submit the grievances of any

blind licensee not otherwise resolved by such hearing to arbitration as provided in section 107d-1 of this title.

107b-1. Access to information with State licensing agencies; election and responsibilities of Committee of Blind Vendors In addition to other requirements imposed in this title and in this chapter upon State licensing agencies, such agencies shall

1. provide to each blind licensee access to all relevant financial data, including quarterly and annual financial reports, on the operation of the State vending facility program;
2. conduct the biennial election of a Committee of Blind Vendors who shall be fully representative of all blind licensees in the State program, and
3. insure that such committee's responsibilities include (A) participation, with the State agency, in major administrative decisions and policy and program development, (B) receiving grievances of blind licensees and serving as advocates for such licensees, (C) participation, with the State agency, in the development and administration of a transfer and promotion system for blind licensees, (D) participation, with the State agency, in developing training and retraining programs, and (E) sponsorship, with the assistance of the State agency, of meetings and instructional conferences for blind licensees.

107b-2. Omitted.

107b-3. Audit of nonappropriated fund activities The Comptroller General is authorized to conduct regular and periodic audits of all nonappropriated fund activities which receive income from vending machines on Federal property, under such rules and regulations as he may prescribe. In the conduct of such audits he and his duly authorized representatives shall have access to any relevant books, documents, papers, accounts, and records of such activities as he deems necessary.

107c. Repealed, Pub.L. 93-516, Title II, 205, Dec. 7, 1974, 88 Stat. 1626

107d. Expenditures for personal services, rent, printing, etc.; preference to blind persons (a) The Secretary is authorized to make such expenditures out of any money appropriated therefore (including expenditures for

personal services and rent at the seat of government and elsewhere, books of reference and periodicals, for printing and binding, and for traveling expenses) as he may deem necessary to carry out the provisions of this chapter. (b) The Secretary shall, in employing such additional personnel as may be necessary, give preference to blind persons who are capable of discharging the required duties.

107d-1. Grievances of blind licensees; hearing and arbitration; non-compliance by federal departments and agencies; complaints by state licensing agencies; arbitration

a. Any blind licensee who is dissatisfied with any action arising from the operation or administration of the vending facility program may submit to a State licensing agency a request for a full evidentiary hearing, which shall be provided by such agency in accordance with section 107b(6) of this title. If such blind licensee is dissatisfied with any action taken or decision rendered as a result of such hearing, he may file a complaint with the Secretary who shall convene a panel to arbitrate the dispute pursuant to section 107d-2 of this title, and the decision of such panel shall be final and binding on the parties except as otherwise provided in this chapter.

(b) Whenever any State licensing agency determines that any department, agency, or instrumentality of the United States that has control of the maintenance, operation, and protection of Federal property is failing to comply with the provisions of this chapter or any regulations issued thereunder (including a limitation on the placement or operation of a vending facility as described in section 107(b) of this title and the Secretary's determination thereon) such licensing agency may file a complaint with the Secretary who shall convene a panel to arbitrate the dispute pursuant to section 107d-2 of this title, and the decision of such panel shall be final and binding on the parties except as otherwise provided in this chapter.

107d-2 Arbitration

a. Notice and hearing Upon receipt of a complaint filed under section 107d-1 of this title, the Secretary shall convene an ad hoc arbitration panel as provided in subsection (b) of this section. Such panel shall, in accordance with the provisions of subchapter II of chapter 5 of Title 5, give notice, conduct a hearing, and render its decision which shall be

subject to appeal and review as a final agency action for purposes of chapter 7 of such Title 5.

b. Composition of panel; designation of chairman; termination of violations

1. The arbitration panel convened by the Secretary to hear grievances of blind licensees shall be composed of three members appointed as follows: (A) one individual designated by the State licensing agency; (B) one individual designated by the blind licensee; and (C) one individual, not employed by the State licensing agency or, where appropriate, its parent agency, who shall serve as chairman, jointly designated by the members appointed under subparagraphs (A) and (B). If any party fails to designate a member under subparagraph (1) (A), (B), or (C), the Secretary shall designate such member on behalf of such party.

2. The arbitration panel convened by the Secretary to hear complaints filed by a State licensing agency shall be composed of three members appointed as follows: (A) one individual, designated by the State licensing agency; (B) one individual, designated by the head of the Federal department, agency, or instrumentality controlling the Federal property over which the dispute arose; and (C) one individual, not employed by the Federal department, agency, or instrumentality controlling the Federal property over which the dispute arose, who shall serve as chairman, jointly designated by the members appointed under subparagraphs (A) and (B). If any party fails to designate a member under subparagraph (2) (A), (B), or (C), the Secretary shall designate such member on behalf of such party. If the panel appointed pursuant to paragraph (2) finds that the acts or practices of any such department, agency, or instrumentality are in violation of this chapter, or any regulation issued thereunder, the head of any such department, agency, or instrumentality shall cause such acts or practices to be terminated promptly and shall take such other action as may be necessary to carry out the decision of the panel.

a. Publication of decision in Federal Register: The decisions of a panel convened by the Secretary pursuant to this section shall be matters of public record and shall be published in the Federal Register.

b. Payment of costs by the Secretary: The Secretary shall pay all reasonable costs of arbitration under this section in accordance with a schedule of fees and expenses he shall publish in the Federal Register.

### 107d-3. Vending machine income

(a) Accrual to blind licensee and alternatively to state agency; ceiling on amount for individual licensee In accordance with the provisions of subsection (b) of this section, vending machine income obtained from the operation of vending machines on Federal property shall accrue (1) to the blind licensee operating a vending facility on such property, or (2) in the event there is no blind licensee operating such facility on such property, to the State agency in whose State the Federal property is located, for the uses designated in subsection (c) of this section, except that with respect to income which accrues under clause (1) of this subsection, the Commissioner may prescribe regulations imposing a ceiling on income from such vending machines for an individual blind licensee. In the event such a ceiling is imposed, no blind licensee shall receive less vending machine income under such ceiling than he was receiving on January 1, 1974. No limitation shall be imposed on income from vending machines, combined to create a vending facility, which are maintained, serviced, or operated by a blind licensee. Any amounts received by a blind licensee that are in excess of the amount permitted to accrue to him under any ceiling imposed by the Commissioner shall be disbursed to the appropriate State Agency under clause (2) of this subsection and shall be used by such agency in accordance with subsection (c) of this section.

(b) Direct competition between vending machine and vending facility, proportion of accrued income from such vending machines for individual licensee. (1) After January 1, 1975, 100 per centum of all vending machine income from vending machines on Federal property which are in direct competition with a blind vending facility shall accrue as specified in subsection (a) of this section. "Direct competition" as used in this section means the existence of any vending machines or facilities operated on the same premises as a blind vending facility except that vending machines or facilities operated in areas serving employees the majority of whom normally do not have access to the blind vending facility shall not be considered in direct competition with the blind vending facility. After January 1, 1975, 50 per centum of all vending machine income from vending machines on Federal property which are not in direct competition

with a blind vending facility shall accrue as specified in subsection (a) of this section, except that with respect to Federal property at which at least 50 per centum of the total hours worked on the premises occurs during periods other than normal working hours, 30 per centum of such income shall so accrue. (2) The head of each department, agency, and instrumentality of the United States shall insure compliance with this section with respect to buildings, installations, and facilities under his control, and shall be responsible for collection of, and accounting for, such vending machine income.

(c) Disposal of accrued vending machine income by state licensing agency All vending machine income which accrues to a State licensing agency pursuant to subsection (a) of this section shall be used to establish retirement or pension plans, for health insurance contributions, and for provision of paid sick leave and vacation time for blind licensees in such State, subject to a vote of blind licensees as provided under section 107b(3)(E) of this title. Any vending machine income remaining after application of the first sentence of this subsection shall be used for the purposes specified in sections 107b(3)(A),(B),(C), and (D) of this title, and any assessment charged to blind licensees by a State licensing agency shall be reduced pro rata in an amount equal to the total of such remaining vending machine income.

(d) Income from vending machines in certain locations excepted Subsections (a) and (b)(1) of this section shall not apply to income from vending machines within retail outlets under the control of exchange or ships' stores systems authorized by Title 10, or to income from vending machines operated by the Veterans Canteen Service, or to income from vending machines not in direct competition with a blind vending facility at individual locations, installations, or facilities on Federal property the total of which at such individual locations, installations, or facilities does not exceed \$3,000 annually.

(e) Regulations establishing priority for operation of cafeterias The Secretary, through the Commissioner, shall prescribe regulations to establish a priority for the operation of cafeterias on Federal property by blind licensees when he determines, on an individual basis and after consultation with the head of the appropriate installation, that such operation can be provided at a reasonable cost with food of a high quality

comparable to that currently provided to employees, whether by contract or otherwise.

(f) Existing arrangements more favorable to blind licensees unaffected This section shall not operate to preclude preexisting or future arrangements, or regulations of departments, agencies, or instrumentalities of the United States, under which blind licensees (1) receive a greater percentage or amount of vending machine income than that specified in subsection (b)(1) of this section, or (2) receive vending machine income from individual locations, installations, or facilities on Federal property the total of which at such individual locations, installations, or facilities does not exceed \$3,000 annually.

(g) Regulations for compliance The Secretary shall take such action and promulgate such regulations as he deems necessary to assure compliance with this section.

107d-4 Training programs for maximum vocational potential for blind The Commissioner shall insure, through promulgation of appropriate regulations, that uniform and effective training programs, including on-the-job training, are provided for blind individuals, through services under the Rehabilitation Act of 1973. He shall further insure that State agencies provide programs for upward mobility (including further education and additional training or retraining for improved work opportunities) for all trainees under this chapter, and that follow-along services are provided to such trainees to assure that their maximum vocational potential is achieved.

107e. Definitions As used in this chapter--

(1) "blind person" means a person whose central visual acuity does not exceed 20/200 in the better eye with correcting lenses or whose visual acuity, if better than 20/200, is accompanied by a limit to the field of vision in the better eye to such a degree that its widest diameter subtends an angle of no greater than twenty degrees. In determining whether an individual is blind, there shall be an examination by a physician skilled in diseases of the eye, or by an optometrist, whichever the individual shall select;

(2) "Commissioner" means the Commissioner of the Rehabilitation Services Administration;

(3) "Federal property" means any building, land, or other real property owned, leased, or occupied by any department, agency, or instrumentality of the United States (including the Department of Defense and the United States Postal Service), or any other instrumentality wholly owned by the United States, or by any department or agency of the District of Columbia or any territory or possession of the United States;

(4) "Secretary" means the Secretary of Education;

(5) "State" means a State, territory, possession, Puerto Rico, or the District of Columbia;

(6) "United States" includes the several States, territories, and possessions of the United States, Puerto Rico, and the District of Columbia;

(7) "vending facility" means automatic vending machines, cafeterias, snack bars, cart services, shelters, counters, and such other appropriate auxiliary equipment as the Secretary may by regulation prescribe as being necessary for the sale of the articles or services described in section 107a(a)(5) of this title and which may be operated by blind licensees; and

(8) "vending machine income" means receipts (other than those of a blind licensee) from vending machine operations on Federal property, after cost of goods sold (including reasonable service and maintenance costs), where the machines are operated, serviced, or maintained by, or with the approval of, a department, agency, or instrumentality of the United States, or commissions paid (other than to a blind licensee) by a commercial vending concern which operates, services, and maintains vending machines on Federal property for, or with the approval of, a department, agency, or instrumentality of the United States.

107e-1. Repealed. Pub. L. 93-516, Title II, 205, Dec. 7, 1974, 88 Stat. 1626

107f. Appropriations There is authorized to be appropriated such sums as may be necessary for carrying out the provisions of this chapter.

**23-504. Merchandising businesses for the blind**

A. The department of economic security shall make surveys of merchandising business opportunities for and license persons who have no vision or acuity, or have a central visual acuity of 20/200 or less in the better eye, with the best correction by single magnification, or who have a field defect in which the peripheral field has been contracted to such an extent that the widest diameter of visual field subtends an angular distance no greater than 20 degrees, to operate such businesses on state, county or municipal property where such businesses may be properly and satisfactorily operated by blind persons all in accordance with the provisions of the Randolph-Sheppard act, as amended by Public Law 93-516, title 20, United States Code, sections 107 through 107f. For the purposes of this section "merchandising business" shall include but not be limited to food service operations, including cafeterias, snack bars and vending machines for food and beverages and souvenir and gift shops.

B. The head or governing body of each department or agency and of each county or municipality or other local government entity having control of state, county or other local government property shall cooperate with the department of economic security in surveys of property under their control to find suitable locations for the operation of merchandising businesses by blind persons, and after it has been determined that there is need for a merchandising business and after the department of economic security has determined that such a business may be properly and satisfactorily operated by a blind person grant space to the department of economic security for the operation of a merchandising business by a licensed blind person and cooperate with the department of economic security in the installation of such merchandising business.

C. Notwithstanding the provisions of section 41-792.01, the head or governing body of each department or agency of the state and of each county or city having control of public property shall not charge any rent or other assessment for the use or occupancy of the space granted for the operation of merchandising businesses by licensed blind persons.

D. Any person licensed under this section to operate a merchandising business has the right of appeal under section 23-507.

E. Preference to the blind is not mandatory for those merchandising businesses operated by public educational institutions where merchandising facilities are provided as an integral part of service to students or as a training program to students, nor for major food services provided by hospitals or residential institutions of the state as a direct service to patients, inmates, trainees or otherwise institutionalized persons.



*GILA COUNTY ATTORNEY*  
*Bradley D. Beauchamp*

Re: County Attorney's Office approval of IGA pursuant to A.R.S. § 11-952(D).

To whom it may concern:

The County Attorney's Office has reviewed the Intergovernmental Agreement attached to this agenda item and has determined that it is in its "proper form" and "is within the powers and authority granted under the laws of this state to such public agency or public procurement unit" pursuant to A.R.S. § 11-952(D).

**Explanation of the Gila County Attorney's Office Intergovernmental Agreement (IGA) Review**

A.R.S. § 11-952(D) requires that

every agreement or contract involving any public agency or public procurement unit of this state . . . before its execution, shall be submitted to the attorney for each such public agency or public procurement unit, who shall determine whether the agreement is in proper form and is within the powers and authority granted under the laws of this state to such public agency or public procurement unit.

In performing this review, the County Attorney's Office reviews IGAs to see that they are in "proper form" prior to their execution. "Proper form" means that the contract conforms to fundamental contract law, conforms to specific legislative requirements, and is within the powers and authority granted to the public agency. It does not mean that the County Attorney's Office approves of or supports the policy objectives contained in the IGA. That approval is solely the province of the public agency through its elected body.

Likewise, this approval is not a certification that the IGA has been properly executed. Proper execution can only be determined after all the entities entering into the IGA have taken legal action to approve the IGA. There is no statutory requirement for the County Attorney's Office to certify that IGAs are properly executed.

Nonetheless, it is imperative for each public agency to ensure that each IGA is properly executed because A.R.S. § 11-952(F) requires that "[a]ppropriate action ... applicable to the governing bodies of the participating agencies approving or extending the duration of the ... contract shall be necessary before any such agreement, contract or extension may be filed or become effective." This can be done by ensuring that the governing body gives the public proper notice of the meeting wherein action will be taken to approve the IGA, that the item is adequately described in the agenda accompanying the notice, and that the governing body takes such action. Any questions regarding whether the IGA has been properly executed may be directed to the County Attorney's Office.

Proper execution of IGAs is important because A.R.S. § 11-952(H) provides that "[p]ayment for services under this section shall not be made unless pursuant to a fully approved written contract." Additionally, A.R.S. § 11-952(I) provides that "[a] person who authorizes payment of any monies in violation of this section is liable for the monies paid plus twenty per cent of such amount and legal interest from the date of payment."

The public agency or department submitting the IGA for review has the responsibility to read and understand the IGA in order to completely understand its obligations under the IGA if it is ultimately approved by the public entity's board. This is because while the County Attorney's Office can approve the IGA as to form, the office may not have any idea whether the public agency has the capacity to actually comply with its contractual obligations. Also, the County Attorney's Office does not monitor IGA compliance. Hence the public entity or submitting department will need to be prepared to monitor their own compliance. A thorough knowledge of the provisions of the IGA will be necessary to monitor compliance.

Before determining whether an IGA contract "is in proper form," the County Attorney's Office will answer any questions or concerns the public agency has about the contract. It is the responsibility of the public agency or department submitting the IGA for review to ask any specific questions or address any concerns it has about the IGA to the County Attorney's Office at the same time they submit the IGA for review. Making such an inquiry also helps improve the County Attorney's Office review of the IGA because it will help focus the review on specific issues that are of greatest concern to the public agency. Failing to make such an inquiry when the agency does have issues or concerns will decrease the ability of the County Attorney's Office to meaningfully review the IGA.

**ARF-2045**

**Regular Agenda Item 3. F.**

**Regular BOS Meeting**

**Meeting Date:** 09/03/2013

Submitted For: Steve Sanders, Public  
Works Division Deputy  
Director

Submitted By: Steve Sanders, Public Works Division  
Deputy Director, Public Works Division

Department: Public Works Division

Division: Engineering

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Information

Request/Subject

Resolution No. 13-09-01 for a Roadway Exchange Regarding Deer Farm Road

Background Information

A recent survey by a landowner adjacent to Deer Farm Road revealed that the existing Deer Farm Road was not within the dedicated easement. A review of the survey by Public Works Staff supported the findings of the survey.

Evaluation

After looking at options it was decided the most practical option was to leave the road in its current location and do a roadway exchange pursuant to Arizona Revised Statute §28-7203 between the current landowner and Gila County.

Conclusion

The landowner was contacted and he agreed to deed right-of-way to Gila County for Deer Farm Road where the road currently exists. In return he has asked that the County deed him the area previously recorded for the road across his property. Public Works supports this option.

Recommendation

It is the recommendation of the Public Works Deputy Director to do a roadway exchange for Deer Farm Road as noted in Resolution No. 13-09-01.

Suggested Motion

Information/Discussion/Action to adopt Resolution No. 13-09-01 for the roadway exchange of that property referenced in said resolution regarding Deer Farm Road, and to authorize the Chairman's signature on the Quit Claim Deed with Gary C. Landers. **(Steve Sanders)**

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Attachments

Resolution No. 13-09-01

Quit-Claim Deed Gila County to Landers

Warranty Deed Landers to Gila County Fee No. 2013-008667



**RESOLUTION NO. 13-09-01**

**A RESOLUTION OF THE GILA COUNTY BOARD OF SUPERVISORS FOR THE ROADWAY EXCHANGE OF THAT PROPERTY DESCRIBED IN FEE NO. 2013-008667, GILA COUNTY RECORDS FOR THAT PROPERTY DESCRIBED IN EXHIBIT "A" ATTACHED HERETO AND BY THIS REFERENCE MADE A PART HEREOF PURSUANT TO A.R.S. SECTION §28-7203**

**WHEREAS**, A.R.S. §28-7203 authorizes the Gila County Board of Supervisors to exchange roadways with an abutting land owner; and,

**WHEREAS**, it is in the best interest of Gila County to exchange that roadway described in the legal description attached hereto; and,

**WHEREAS**, the abutting land owner has granted Gila County a new roadway in exchange for the roadway described in the attached legal description.

**NOW, THEREFORE, BE IT HEREBY RESOLVED** by the Gila County Board of Supervisors that the property described in Fee No. 2013-008667 and Exhibit "A" attached hereto and by this reference made a part hereof be exchanged according to the legal descriptions.

**PASSED AND ADOPTED** this 3<sup>rd</sup> day of September 2013.

**Attest:**

**GILA COUNTY BOARD OF SUPERVISORS**

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Marian Sheppard, Clerk

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Michael A. Pastor, Chairman of the Board

**Approved as to form:**

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Bryan Chambers  
Deputy Attorney Principal

## EXHIBIT A

### LEGAL DESCRIPTION

Portion of Existing Right of Way on Parcels 101-02-012R and 12S to be deeded to Landers  
Gila County, Arizona

A 30 foot wide parcel of land located in the NW¼ of the NW¼ of the SW¼ of Section 8, T4S, R16E, G&SRM, Gila County, Arizona. The centerline of the said 30 foot wide parcel is more particularly described as follows:

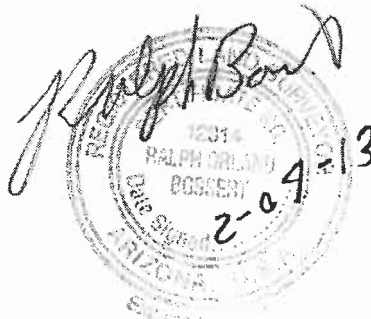
Commencing at the west quarter corner of said Section 8;  
Thence S 00° 06' 55" W along the west line of said Section 8, 300.89 feet;  
Thence S 58° 21' 51" E, 35.19 feet to a point 30 feet normally distant east of the west line of said Section 8, said point being the Point of Beginning of said centerline;  
Thence continuing S 58° 21' 51" E, 619.36 feet to a point 15 feet normally distant north of the south line of the NW¼ of the NW¼ of the SW¼ of Section 8, said point being the Point of Termination of said centerline;

The sidelines of the said 30 foot wide parcel shall be extended or shortened as necessary to terminate on the new right of way lines.

Said parcel of land contains 0.427 acres, more or less, as shown on attached Exhibit "B".

January 30, 2013

Project 11-20



# QUIT CLAIM DEED

Notary Public

## EXHIBIT A

### LEGAL DESCRIPTION

Portion of Existing Right of Way on Parcels 101-02-012R and 12S to be deeded to Landers  
Gila County, Arizona

A 30 foot wide parcel of land located in the NW¼ of the NW¼ of the SW¼ of Section 8, T4S, R16E, G&SRM, Gila County, Arizona. The centerline of the said 30 foot wide parcel is more particularly described as follows:

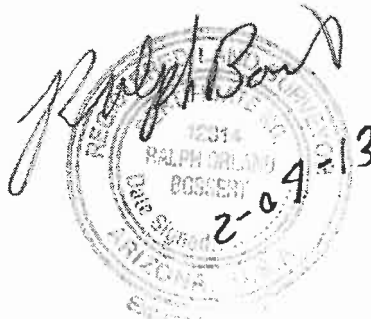
Commencing at the west quarter corner of said Section 8;  
Thence S 00° 06' 55" W along the west line of said Section 8, 300.89 feet;  
Thence S 58° 21' 51" E, 35.19 feet to a point 30 feet normally distant east of the west line of said Section 8, said point being the Point of Beginning of said centerline;  
Thence continuing S 58° 21' 51" E, 619.36 feet to a point 15 feet normally distant north of the south line of the NW¼ of the NW¼ of the SW¼ of Section 8, said point being the Point of Termination of said centerline;

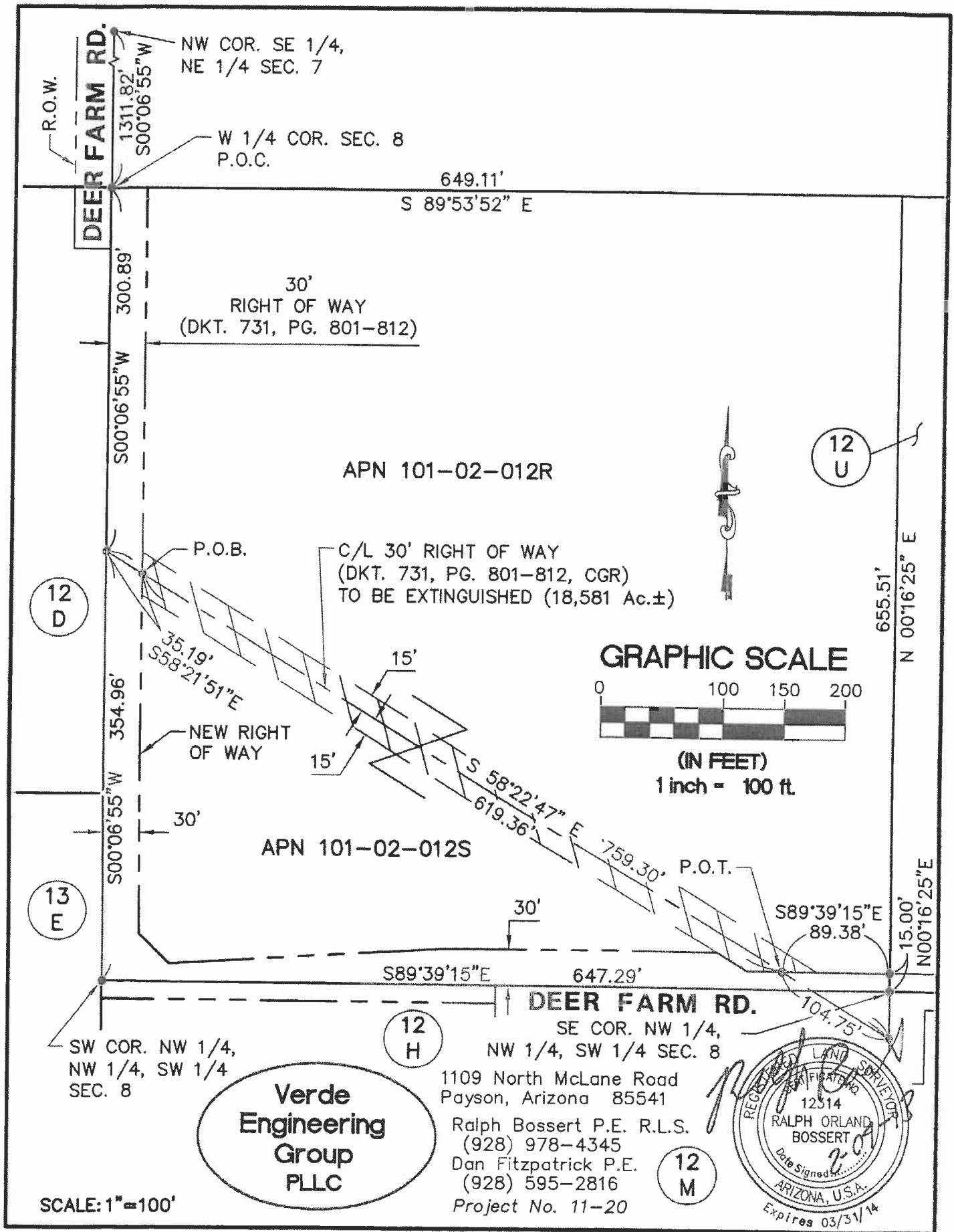
The sidelines of the said 30 foot wide parcel shall be extended or shortened as necessary to terminate on the new right of way lines.

Said parcel of land contains 0.427 acres, more or less, as shown on attached Exhibit "B".

January 30, 2013

Project 11-20





**EXHIBIT B**

-When recorded return to:  
GILA COUNTY PUBLIC WORKS DEPT.  
745 N. ROSE MOFFORD WAY  
GLOBE, AZ 85501

## WARRANTY DEED

For the consideration of TEN AND NO/100 DOLLARS, and other valuable considerations, I, **Gary C. Landers, Trustee for Gary C. Landers Living Trust,**

the GRANTOR does hereby convey to

**GILA COUNTY, a BODY POLITIC,** the GRANTEE

the following described property situate in Gila County, State of Arizona, and legally described as follows:

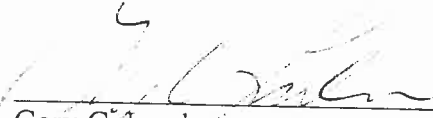
**See Exhibit "A" attached and made part hereof**

**Exempt per A. R. S. section 11-1134 A-3**

**Subject To:** Existing taxes, assessments, covenants, conditions, restrictions, rights of way and easements of record.

And the GRANTOR binds itself and its successors to warrant the title as against its acts and none other, subject to the matters set forth.

Dated this 12 day of 2 2013

  
\_\_\_\_\_  
Gary C. Landers

STATE OF ARIZONA )

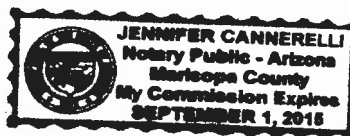
COUNTY OF Maricopa ) ss.

On this 12 day of 2, 2013, before me, the undersigned Notary Public, personally appeared Gary C. Landers, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity and that by his signature on the instrument executed the instrument.

WITNESS my hand and official seal.

  
\_\_\_\_\_  
Notary Public

My Commission Expires: 9-1-15



## EXHIBIT A

### LEGAL DESCRIPTION

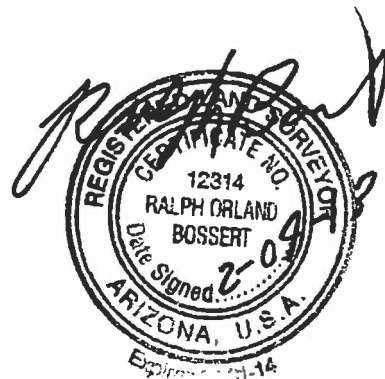
Portion of Deer Farm Road on Parcels 101-02-012R and 12S to be deeded to Gila County  
Gila County, Arizona

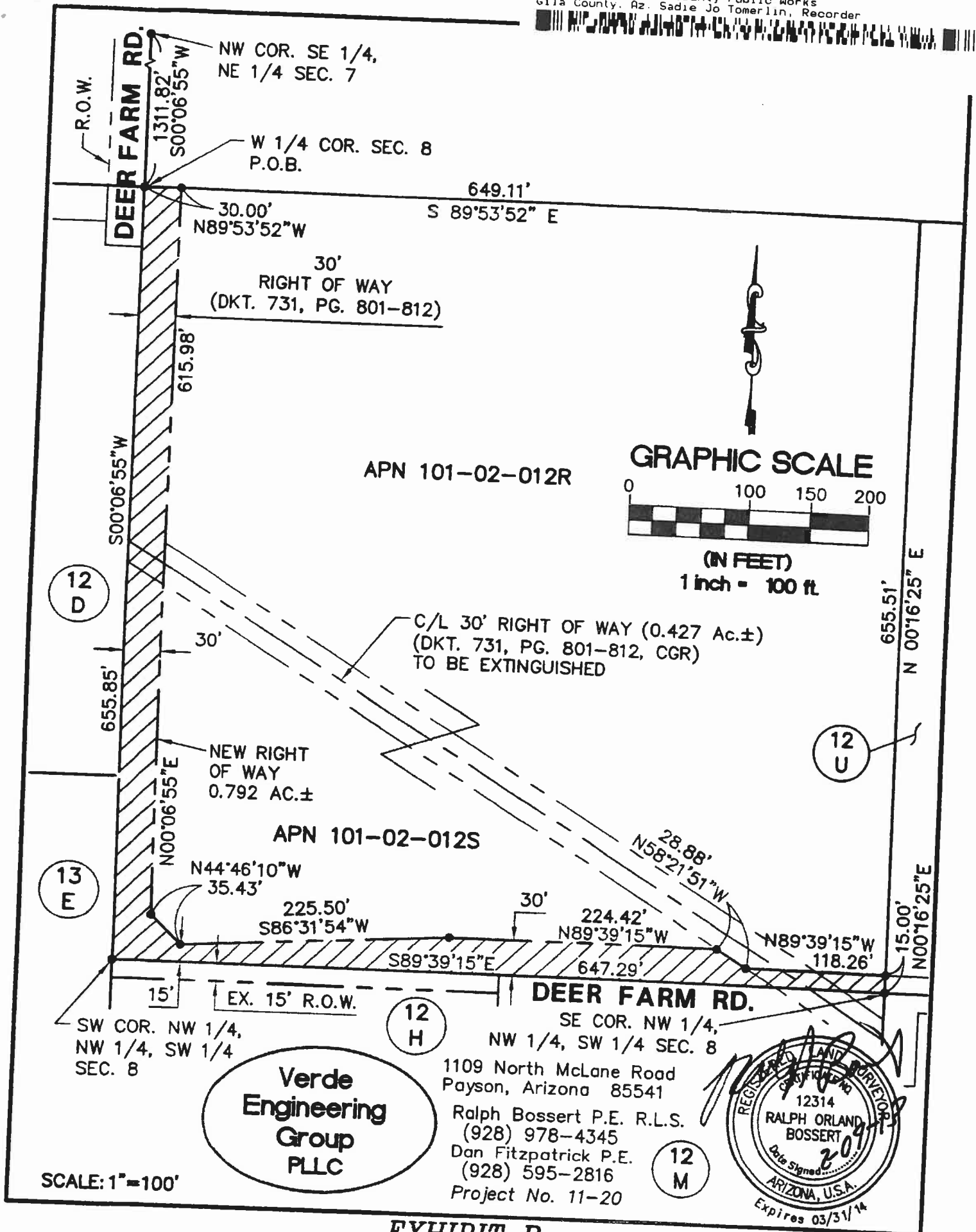
A parcel of land located in the NW  $\frac{1}{4}$  of the NW  $\frac{1}{4}$  of the SW  $\frac{1}{4}$  of Section 8, T4S, R16E, G&SRM, Gila County, Arizona. The said parcel is more particularly described as follows:

Beginning at the west quarter corner of said Section 8;  
Thence S 00° 06' 55" W along the west line of said Section 8, 655.85 feet to the southwest corner of the NW  $\frac{1}{4}$  of the NW  $\frac{1}{4}$  of the SW  $\frac{1}{4}$  of said Section 8;  
Thence S 89° 39' 15" E along the south line of said NW  $\frac{1}{4}$ , 647.29 feet to the southeast corner of the NW  $\frac{1}{4}$  of the NW  $\frac{1}{4}$  of the SW  $\frac{1}{4}$  of said Section 8;  
Thence N 00° 16' 25" E along the east line of said NW  $\frac{1}{4}$ , 15.00 feet;  
Thence N 89° 39' 15" W along a line parallel with the south line of said NW  $\frac{1}{4}$ , 118.26 feet to the southwest line of an existing 30 foot wide right of way recorded on Docket 731, Pages 801-812 Gila County Records;  
Thence N 58° 21' 51" W along said right of way line, 28.88 feet to a point 30.00 feet normally distant north of the south line of said NW  $\frac{1}{4}$ ;  
Thence N 89° 39' 15" W along a line parallel with the south line of said NW  $\frac{1}{4}$ , 224.42 feet;  
Thence S 86° 31' 54" W, 225.50 feet to a point 15.00 feet normally distant north of the southline of said NW  $\frac{1}{4}$ ;  
Thence N 44° 46' 10" W, 35.43 feet to a point 30.00 feet normally distant east of the west line of said Section 8;  
Thence N 00° 06' 55" E along a line parallel with the west line of said Section 8, 615.98 feet to a point on the north line of the SW  $\frac{1}{4}$  of said Section 8;  
Thence N 89° 53' 52" W along the north line of the said SW  $\frac{1}{4}$ , 30.00 feet to the Point of Beginning;

Said parcel of land contains 0.792 acres, more or less, as shown on attached Exhibit "B".

January 30, 2013  
Project 11-20





**EXHIBIT B**

**ARF-2035**

**Regular Agenda Item 3. G.**

**Regular BOS Meeting**

**Meeting Date:** 09/03/2013

**Submitted For:** Steve Sanders, Public Works Division Deputy Director

**Submitted By:** Steve Sanders, Public Works Division Deputy Director, Public Works Division

**Department:** Public Works Division

**Division:** Engineering

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Information

Request/Subject

Resolution No. 13-09-02 Accepting Russell Road into the Gila County Maintained Roadway System

Background Information

Russell Road is located south of Globe in the Little Acres area and provides access to the Pinal Mountains and connects with Kellner Canyon Road. Approximately 4 miles of Russell Road is on the Tonto National Forest (TNF). The Road is known as Forest Road 55 in the TNF road system; Russell Road is currently listed as a maintained road in the Gila County Maintained Roadway System and is also listed in the maintenance agreement with the Tonto National Forest. A recent survey of the road found approximately 2200 feet of the road to cross private land. No formal dedication for that portion of the road can be found. Conversations with the owner of the property failed to turn up any evidence that prior dedications existed. The owner asked if they could dedicate an easement for the roadway to the County and it was agreed that was the best scenario for everyone involved.

Evaluation

Russell Road is important in the County roadway system. The road provides an alternate access route to residents living in the canyons south of Globe. If either Ice House Canyon Road or Six Shooter Canyon Road becomes impassable, Russell Road could be used and has been used as an alternate route to Highway 60. Russell Road is also a main route into the Pinal Mountain Recreation area.

Conclusion

It's in the best interests of the public that the County accept the dedication of this portion of Russell Road and continues to provide maintenance on the road.

Recommendation

It is the recommendation of the Deputy Director of Public Works that the Board of Supervisors adopt Resolution No. 13-09-02

Suggested Motion

Information/Discussion/Action to adopt Resolution No. 13-09-02 accepting Russell Road as described in Fee No. 2013-007562, Gila County Records, as a public road and to be maintained as a public roadway in the Gila County Maintained Roadway System. **(Steve Sanders)**

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Attachments

Resolution No. 13-09-02

Fee No. 2013-007562





**RESOLUTION NO. 13-09-02**

**A RESOLUTION OF THE GILA COUNTY BOARD OF SUPERVISORS  
OFFICIALLY ACCEPTING A ROADWAY EASEMENT FOR RUSSELL ROAD  
AS DESCRIBED IN FEE NO. 2013-007562 GILA COUNTY RECORDS, AS A  
PUBLIC ROAD AND TO BE MAINTAINED AS A PUBLIC ROADWAY IN  
THE GILA COUNTY MAINTAINED ROADWAY SYSTEM**

**WHEREAS**, in accordance with the provisions of A.R.S. §28-6705 the Gila County Board of Supervisors may spend public monies for maintenance of public roads other than highways; and,

**WHEREAS**, said Board of Supervisors acknowledges that this road was laid out, opened and constructed without cost to the County.

**NOW, THEREFORE, BE IT RESOLVED** by the Gila County Board of Supervisors that Russell Road as described in Fee No. 2013-007562 be maintained as a public roadway.

**PASSED AND ADOPTED** this 3<sup>rd</sup> day of September 2013.

**Attest:**

**GILA COUNTY BOARD OF SUPERVISORS**

\_\_\_\_\_  
Marian Sheppard, Clerk

\_\_\_\_\_  
Michael A. Pastor, Chairman of the Board

**Approved as to form:**

\_\_\_\_\_  
Bryan Chambers  
Deputy Attorney Principal

**When recorded return to:**  
**Gila County Engineering Services**  
**745 N. Rose Mofford Way**  
**Globe, Arizona 85501**



# GRANT OF EASEMENT

## Non-Exclusive Roadway Easement

For the consideration of TEN AND NO/100 DOLLARS, and other valuable considerations, we,

**PAGE CATTLE CO., an Arizona corporation, the GRANTOR does hereby convey to**

## GILA COUNTY, a BODY POLITIC, the GRANTEE

**A non-exclusive roadway easement across the following described property, situate in Gila County, State of Arizona, and legally described as follows:**

**See Exhibit "A" attached and made part hereof**

**Exempt per A. R. S. section 11-1134 A-3**

Dated this 24<sup>th</sup> day of June 2013

**STEPHEN M. BROPHY**  
President of Page Cattle Co.

STATE OF ARIZONA               )  
COUNTY OF GILA             ) ss.

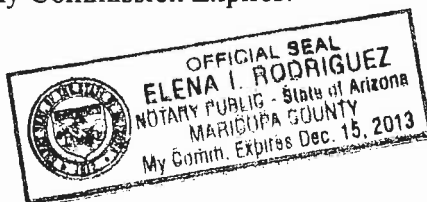
## ACKNOWLEDGMENT

On this 24<sup>th</sup> day of June, 2013, before me, the undersigned Notary Public, personally appeared **Stephen M. Brophy, President of Page Cattle Co.**, known to me to be the individual who executed the foregoing instrument and acknowledged the same to be their free act and deed.

WITNESS my hand and official seal.

My Commission Expires:

Notary Public





## **Exhibit A**

### **LEGAL DESCRIPTION**

**(A portion of Parcel No. 102-14-003)**

**Gila County Public Works**

**Job No. GC2012-21 (Page Cattle Co. to Gila County)**

**April 11, 2013**

**Page 1 of 4**

**A strip of land located within the boundary of Homestead Entry Survey No. 114, situate in Section 9, Township 1 South, Range 15 East, Gila and Salt River Meridian, Gila County, Arizona. Said strip of land is a portion of that property described in Fee No. 1994-649599, records of the Gila County Recorder, Gila County, Arizona, having a boundary more particularly described as follows:**

**Commencing at a 3" brass cap marking Corner No. 1 of said Homestead Entry Survey No. 114, from which a chiseled X on a stone marking Corner No. 6 of said Homestead Entry Survey No. 114 bears South 81°11'33" West a distance of 904.57 feet;**

**THENCE South 18°04'45" West a distance of 580.88 feet, along the easterly boundary line of said Homestead Entry Survey No. 114, to a point on the northerly boundary line of said property described in Fee No. 1994-649599 and the TRUE POINT OF BEGINNING;**

**THENCE continuing South 18°04'45" West along said easterly boundary line, a distance of 616.78 feet to a non-tangent curve to the right;**

**THENCE southwesterly 76.77 feet along said curve to the right, having a radius of 530.00 feet, a delta of 08°17'56" right, a chord distance of 76.70 feet and a chord bearing of South 40°27'52" West;**

**THENCE South 44°36'50" West a distance of 137.05 feet to the beginning of a tangent curve to the left;**

**THENCE southwesterly 219.42 feet along said curve to the left, having a radius of 280.00 feet, a delta of 44°53'59" left, a chord distance of 213.85 feet and a chord bearing of South 22°09'50" West;**

**THENCE South 00°17'10" East a distance of 58.13 feet;**



Gila County Public Works  
Job No. GC2012-21 (Page Cattle Co. to Gila County)

April 11, 2013  
Page 2 of 4

THENCE South  $02^{\circ}57'00''$  East a distance of 71.63 feet to the beginning of a tangent curve to the right;

THENCE southwesterly 192.35 feet along said curve to the right, having a radius of 280.00 feet, a delta of  $39^{\circ}21'36''$  right, a chord distance of 188.59 feet and a chord bearing of South  $16^{\circ}43'48''$  West;

THENCE South  $36^{\circ}24'36''$  West a distance of 151.81 feet;

THENCE South  $33^{\circ}15'31''$  West a distance of 152.45 feet to the beginning of a tangent curve to the right;

THENCE southwesterly 158.19 feet along said curve to the right, having a radius of 630.00 feet, a delta of  $14^{\circ}23'13''$  right, a chord distance of 157.78 feet and a chord bearing of South  $40^{\circ}27'08''$  West;

THENCE South  $47^{\circ}38'44''$  West a distance of 82.11 feet to the beginning of a tangent curve to the left;

THENCE southwesterly 92.31 feet along said curve to the left, having a radius of 120.00 feet, a delta of  $44^{\circ}04'24''$  left, a chord distance of 90.05 feet and a chord bearing of South  $25^{\circ}36'32''$  West;

THENCE South  $03^{\circ}34'20''$  West a distance of 104.49 feet to a point on the easterly boundary line of said Homestead Entry Survey No. 114;

THENCE South  $49^{\circ}26'14''$  West along said easterly boundary line a distance of 96.54 feet;

THENCE North  $11^{\circ}09'56''$  East a distance of 70.28 feet;

THENCE North  $03^{\circ}34'20''$  East a distance of 102.05 feet to the beginning of a tangent curve to the right;

THENCE northeasterly 119.59 feet along said curve to the right, having a radius of 180.00 feet, a delta of  $38^{\circ}04'00''$  right, a chord distance of 117.40 feet and a chord bearing of North  $22^{\circ}36'20''$  East;

THENCE South  $48^{\circ}21'40''$  East a distance of 13.00 feet to a non-tangent curve to the right;



Gila County Public Works

Job No. GC2012-21 (Page Cattle Co. to Gila County)

April 11, 2013

Page 3 of 4

THENCE northeasterly 17.51 feet along said curve to the right, having a radius of 167.00 feet, a delta of  $06^{\circ}00'24''$  right, a chord distance of 17.50 feet and a chord bearing of North  $44^{\circ}38'32''$  East;

THENCE North  $47^{\circ}38'44''$  East a distance of 82.11 feet to the beginning of a tangent curve to the left;

THENCE northeasterly 146.39 feet along said curve to the left, having a radius of 583.00 feet, a delta of  $14^{\circ}23'13''$  left, a chord distance of 146.01 feet and a chord bearing of North  $40^{\circ}27'08''$  East;

THENCE North  $33^{\circ}15'31''$  East a distance of 153.74 feet;

THENCE North  $36^{\circ}24'36''$  East a distance of 37.24 feet;

THENCE North  $53^{\circ}35'24''$  West a distance of 13.00 feet;

THENCE North  $36^{\circ}24'36''$  East a distance of 115.86 feet to the beginning of a tangent curve to the left;

THENCE northwesterly 151.13 feet along said curve to the left, having a radius of 220.00 feet, a delta of  $39^{\circ}21'36''$  left, a chord distance of 148.18 feet and a chord bearing of North  $16^{\circ}43'48''$  West;

THENCE North  $02^{\circ}57'00''$  West a distance of 73.02 feet;

THENCE North  $00^{\circ}17'10''$  West a distance of 59.53 feet to the beginning of a tangent curve to the right;

THENCE northeasterly 266.44 feet along said curve to the right, having a radius of 340.00 feet, a delta of  $44^{\circ}53'59''$  right, a chord distance of 259.68 feet and a chord bearing of North  $22^{\circ}09'50''$  East;

THENCE North  $44^{\circ}36'50''$  East a distance of 137.05 feet to the beginning of a tangent curve to the left;

THENCE northeasterly 234.88 feet along said curve to the left, having a radius of 470.00 feet, a delta of  $28^{\circ}38'01''$  left, a chord distance of 232.45 feet and a chord bearing of North  $30^{\circ}17'49''$  East;



Gila County Public Works  
Job No. GC2012-21 (Page Cattle Co. to Gila County)

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**THENCE North 15°58'49" East a distance of 228.39 feet;**

**THENCE North 18°23'08" East a distance of 124.89 feet to the beginning of a tangent curve to the left;**

**THENCE northeasterly 80.75 feet along said curve to the left to a point on the northerly boundary line of said property described in Fee No. 1994-649599, said curve having a radius of 680.00 feet, a delta of 06°48'14" left, a chord distance of 80.70 feet and a chord bearing of North 14°59'01" East;**

**THENCE South 71°55'15" East along said northerly boundary line, a distance of 45.75 feet to the POINT OF BEGINNING, having an area of 2.563 acres, more or less.**

**RESERVING THEREFROM a 20.00 feet wide utility easement across the previously described parcel of land, 10.00 feet on each side of the following described centerline:**

**Commencing at a chiseled X on a large stone marking Corner No. 2 of said Homestead Entry Survey No. 114, from which a 3" brass cap marking Corner No. 1 of said Homestead Entry Survey No. 114 bears North 18°04'45" East a distance of 2234.87 feet;**

**THENCE North 01°51'35" East a distance of 273.11 feet to a point on the easterly boundary line of that property previously described and the TRUE POINT OF BEGINNING;**

**THENCE South 68°53'22" West a distance of 87.52 feet to westerly boundary of that property previously described and the terminal point of this utility easement.**

**The sidelines of subject easement shall be extended or shortened to meet at angle points on the lines beginning and terminated upon by the centerline described herein.**

**ARF-2072**

**Regular Agenda Item 3. H.**

**Regular BOS Meeting**

**Meeting Date:** 09/03/2013

Submitted For: Don McDaniel Jr.      Submitted By: Jacque Griffin, Asst. County  
Manager/Librarian, Asst County  
Manager/Library District

Department: Asst County Manager/Library District

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Information

Request/Subject

Submit two letters to Director of U.S. Fish and Wildlife Service regarding Mexican wolf proposed actions

Background Information

On June 13, 2013, the United States Fish and Wildlife Service (USFWS) opened the comment period regarding delisting the gray wolf as endangered and relisting the Mexican wolf. Comment Period closes September 11, 2013. In addition, on June 13, 2013, a proposal was announced to revise the nonessential experimental population designation of the Mexican wolf, with the comment period also closing on September 11, 2013. A Notice of Intent to prepare an Environmental Impact Statement (EIS) for the proposed revision to the nonessential experimental population of the Mexican wolf was published, with a comment period opening on August 5, 2013 and closing on September 19, 2013.

USFWS personnel have stated in several public meetings that the first two comment periods which end on September 11, 2013, will be extended; however, to date no extension has been published. The most recent comment from a USFWS employee is that it is expected that the comment period will be re-opened. The comment period on the EIS process (which closes September 19, 2013) is not currently being considered for extension.

Evaluation

There are also several serious concerns regarding the processes used by the USFWS regarding the ongoing Mexican Wolf Recovery Initiative. With the confusion regarding separate but connected proposed actions, the differing dates for comment periods, the promise but no guarantee of extending of the deadlines, and the general public being largely unaware that this is happening or what the potential impacts may be, the County needs to take several steps to ensure that the public and the County have ample time to be involved in these processes.

Conclusion

The County needs to approve official comments regarding (1) a request to the USFWS for the deadlines to be sufficiently extended to allow all stakeholders, interested parties and the general public to fully understand the possible implications and impacts and make meaningful comments regarding the USFWS various proposed actions, and (2) our grave concerns with the entire process to date.

### Recommendation

Staff recommends that the Board approve and send two letters to the Director of the USFWS -one that requests combining and extending the comment periods to ensure there is adequate time for the general public as well as stakeholders to understand and make meaningful comments, and a second that points out the serious concerns with regard to the processes that have been followed to this point.

### Suggested Motion

Information/Discussion/Action to approve two letters addressed to the Director of the U.S. Fish and Wildlife Service (USFWS): (1) requesting immediate action to grant an extension to the various comment periods involved in the gray wolf delisting, the relisting of the Mexican wolf, the revision of the nonessential, experimental revised rules, and the proposed draft Environmental Impact Statement on the revision to the Mexican wolf nonessential experimental population rule; and (2) expressing grave concerns with regard to the processes that have been followed by the USFWS related to the entire Mexican Wolf Initiative. **(Jacque Griffin)**

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### Attachments

Wolves Concerns

Wolves Extension letter

**Tommie C. Martin, District I**  
610 E. Hwy 260, Payson, 85547  
(928) 474-2029  
[tmartin@gilacountyaz.gov](mailto:tmartin@gilacountyaz.gov)

**Michael A. Pastor, District II**  
(928) 402-8753  
[mpastor@gilacountyaz.gov](mailto:mpastor@gilacountyaz.gov)

**John D. Marcanti, District III**  
(928) 402-8726  
[jmarcanti@gilacountyaz.gov](mailto:jmarcanti@gilacountyaz.gov)



**GILA COUNTY**  
**BOARD OF SUPERVISORS**  
1400 E. Ash Street  
Globe, Arizona 85501

**Don E. McDaniel, Jr.**  
**County Manager**  
(928) 402-4344  
[dmcdaniel@gilacountyaz.gov](mailto:dmcdaniel@gilacountyaz.gov)

**Marian Sheppard**  
**Clerk of the Board of Supervisors**  
(928) 402-8757  
[msheppard@gilacountyaz.gov](mailto:msheppard@gilacountyaz.gov)

September 3, 2013

Honorable Daniel Ashe, Director  
U.S. Fish and Wildlife Service  
1849 C Street, NW  
Washington, DC 20240-0001

**Subject:** Stakeholder concerns about pending Service proposals to delist gray wolves, relist the Mexican wolf, revise the rule establishing the Mexican wolf in Arizona-New Mexico as a nonessential experimental population and to draft an Environmental Impact Statement on the proposed revision to the Mexican wolf nonessential experimental population rule

Dear Director Ashe:

Our organization is a stakeholder in Mexican wolf recovery efforts and we write to you today with great concern about U.S. Fish and Wildlife Service (Service) proposals regarding gray wolves. These Service proposals include delisting gray wolves and redefining Service efforts to: (a) recover the Mexican wolf through relisting; (b) modify its current legal status and approach to Mexican wolf reintroduction in the Southwest; and (c) comply with the National Environmental Policy Act (NEPA) and with the Endangered Species Act (ESA). These actions are addressed by the following:

1. Proposal to delist the gray wolf and relist the Mexican wolf. Comment period opened June 13, closes September 11.
2. Proposal to revise the nonessential experimental population designation of the Mexican wolf. Comment period opened June 13, closes September 11.
3. Notice of Intent to prepare an EIS for the proposed revision to the nonessential experimental population of the Mexican wolf. Comment period opened August 5, closes September 19.
4. Development of a new Recovery Plan for the Mexican wolf. Initiated in 2008. In proposing delisting, relisting and development of an EIS, the Service makes frequent mention of the Recovery Team's work guiding the Service. Yet, the full Recovery Team has not met to discuss its work since November 2011; the Science Subgroup of the Team never reached consensus on its draft guidance to the Service and has not met since December 2012; and a draft Recovery Plan has yet to be released to the public.
5. Development of a management plan for Mexican wolves outside the nonessential experimental population area. Initiated in 2010. No action since February 2013, when the Service withdrew its draft extra-limital plan. However, the plan is referenced in various Service documents pertaining to Issues 1-4 above, as information the Service will consider as it moves forward on those issues.

Our organization will submit detailed comment on these proposed actions during the appropriate written comment period, but we wish to state our collective major concerns so that you might consider them as the Service moves forward. Our concerns are as follows:

1. The Service must restructure and extend for a minimum of 90 days the public comment periods on these five issues to provide the public with adequate time, opportunity and information to appropriately evaluate each of these issues in the context of the other four. Service Policy on compliance with the National Environmental Policy Act (NEPA), set forth in Chapter 1 of 550 FW 1, affirms on page 1 that scoping be conducted with announcement of a proposed EIS. At pages 17-18 (D.2.3.B-C), the Service policy speaks to the intended breadth of public scoping and the mandate to carefully consider the affected public and to provide reasonable notice of public comments and due dates. Further, the policy states at page 33 (H) that “public participation is to be an integral and required part of the NEPA process.
2. The Service, per policy, must provide appropriate public meetings (throughout the affected areas of Arizona and New Mexico) through which the public can engage directly with the Service in discussing the relevant issues and their concerns.
3. The Service must develop and consider, and allow the public to review and consider, current information on the full range of possible economic impacts throughout the States of Arizona and New Mexico, not just within a narrower portion of both states.
4. The Service must describe the potential effects, both positive and negative (regarding wolf protection, management and on human activities on the landscape), of changing the current boundaries of the Mexican Wolf Experimental Population Area and of changing any formal or informal management zones within or immediately outside that area within the States of Arizona and New Mexico.
5. The Service must describe how wolf management on Tribal and non-Tribal lands in both Arizona and New Mexico will be coordinated to ensure that neither positive nor negative impacts of wolf reintroduction will fall disproportionately on Tribes or on non-Tribal interests.
6. The Service must describe how, moving forward, Mexican wolf reintroduction will contribute to achieving Mexican wolf recovery and delisting, including quantitative statement of reintroduction, downlisting and recovery/delisting population objectives and estimated timeframes.
7. The Service must describe how Mexican wolf recovery efforts in the United States will mesh with parallel efforts on Mexico with regard to achieving reintroduction, downlisting and recovery/delisting objectives and estimated timeframes.
8. The Service must clarify whether Mexican wolves within or originating from the current and proposed Nonessential Experimental Population Area have a legal status of endangered or of threatened.

9. The Service must describe how State wildlife management authorities pursuant to State Law and to Section 6 of the ESA will be respected through relisting the Mexican wolf and revising the Nonessential Experimental Population Rule through which reintroduction occurs.
10. The Service must describe how State and Tribal wildlife agencies, and cooperating Federal agencies will be permitted under Section 10 of the ESA to conduct management of Mexican wolves within their respective jurisdictions.
11. The Service must clarify its legal position with regard to ordinances and resolutions put forth by local or state governments that conflict with Federal laws, rules, regulations and policies pertaining to the Mexican wolf.
12. The Service must describe how Mexican wolves in the United States will be managed to ensure that the population (collectively and locally) does not expand to the point at which unacceptable impacts on hunter opportunities for big game species are not inappropriately constrained. The Service must also identify what financial resources it will contribute to enable State and Tribal wildlife agencies to maintain population surveys adequate to reliably estimate wolf and primary prey populations and to establish reliable measures of wolf impacts on such prey populations that might trigger permitted take of wolves.
13. The Service must describe the methods by which it will enable (and fund) measures to measure, prevent and mitigate losses of livestock or other property to Mexican wolf depredation.
14. The Service must commit resources of time, money and staff to work with State and Tribal wildlife agencies and other stakeholders as they develop alternatives to the wolf reintroduction and management proposals put forth by the Service.

We believe that the Service, at the Washington as well as the Region 2 level, must address each of these concerns to afford the public and cooperating agencies a meaningful opportunity to comment on the Service-proposed and pending actions.

We appreciate your consideration of this letter and anticipate receiving a timely, substantive response. Given the pending deadlines, we respectfully request a response by September 9, 2013.

Respectfully,

GILA COUNTY BOARD OF SUPERVISORS

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Michael A. Pastor, Chairman  
District II Supervisor

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Tommie C. Martin, Vice-Chairman  
District I Supervisor

---

John D. Marcanti  
District III Supervisor

**Tommie C. Martin, District I**  
610 E. Hwy 260, Payson, 85547  
(928) 474-2029  
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**Marian Sheppard**  
**Clerk of the Board of Supervisors**  
(928) 402-8757  
[msheppard@gilacountyaz.gov](mailto:msheppard@gilacountyaz.gov)

September 3, 2013

Honorable Daniel Ashe, Director  
U.S. Fish and Wildlife Service  
1849 C Street, NW  
Washington, DC 20240-0001

**Subject:** Request for immediate action on pending Service proposals to delist gray wolves, relist the Mexican wolf, revise the rule establishing the Mexican wolf in Arizona-New Mexico as a nonessential experimental population and to draft an Environmental Impact Statement on the proposed revision to the Mexican wolf nonessential experimental population rule

Dear Director Ashe:

We write to you with great concern regarding U.S. Fish and Wildlife Service (the Service) efforts to delist gray wolves and to redefine its efforts to: (a) recover the Mexican wolf through relisting; (b) modify the current legal status and approach to Mexican wolf reintroduction in the Southwest; and (c) complete compliance with the National Environmental Policy Act (NEPA) and with the Endangered Species Act (ESA).

On July 24, Service Region 2 Director Benjamin Tuggle responded on your behalf to a June 28 letter that Representative Paul Gosar et al. sent to you, expressing concerns regarding the Service's approach to the issues referenced above. The Congressmen requested public meetings in the potentially affected area to afford residents an opportunity to engage in person with Service representatives in discussing the relevant issues and their concerns. Such meetings are crucial, in part because (a) the Service has held no procedural public meetings on these issues in the Southwest since 2007; and (b) demographic patterns of human occupancy in the Southwest are such that a significant percentage of the people now resident in this area were not here in 2007 and conversely a significant percentage of the people resident here in 2007 no longer reside in the area. In short, scoping information the Service is using from 2007 meetings is no longer "fresh," in the sense intended by NEPA. The Service's plan for relying heavily on outdated scoping information is also inconsistent with Service Policy on compliance with NEPA, as described in its own policy manual in Chapter 1 of 550 FW 1.

The July 24 letter from Director Tuggle was non-responsive to the intent of the Gosar et al. request. Director Tuggle made no commitments to hold public meetings but only to consider them as the Service moved forward. However, the Service has now moved forward procedurally on these issues and it is

evident that no direct public engagement is intended until well after the Service's plans have gelled and its course of action is effectively decided. This is not how the public's business should be done and it is not consistent with NEPA intent to afford agencies and the public a full opportunity for meaningful engagement before significant and controversial decisions are made.

Moreover, the Service's actions over the past eight weeks have exacerbated public confusion about these issues and whether and how each relates to the others. To clarify, the Service has underway the following processes:

1. Proposal to delist the gray wolf and relist the Mexican wolf. Comment period opened June 13, closes September 11. This process is now confounded by the Service's handling of the peer review component; i.e. excluding reputed wolf experts because of apparent biases regarding the proposed action, with action this week to restructure the process. It is of considerable concern that the results of peer review will apparently not be available to the public to help inform their own comment on these and related issues.
2. Proposal to revise the nonessential experimental population designation of the Mexican wolf. Comment period opened June 13, closes September 11. Supposedly (according to an email from Service Region 2 staff), the Service is responding to an Arizona Game and Fish Department request for a 90 day extension on this comment period by committing to only a 30 day extension. However, neither AGFD nor the public have been formally advised of any extension and 30 days does not provide ample time for State Wildlife Agencies to comply with their own mandates for review and public engagement.
3. Notice of Intent to prepare an EIS for the proposed revision to the nonessential experimental population of the Mexican wolf. Comment period opened August 5, closes September 19. USFWS Region 2 staff has verbally advised agency cooperators that they have until September 30 to provide comment in the form of a consensus alternative for the Service to consider. It is unreasonable to expect cooperating agencies to develop a consensus alternative in 60 days when the Service has been working on its alternatives since 2007 and has not yet fully developed them. Requiring cooperators to reach consensus on a new alternative in order for the Service to consider it is also a significant problem and raises questions about compliance with NEPA Process. Region 2 staff also informed the cooperating agencies in August 2013 that the Service will not develop any new economic impact information for this EIS, but the Service encourages other entities to provide such information. The Service is the action agency in this NEPA process, and deflecting its obligations to other entities is not appropriate under NEPA.
4. Development of a new recovery plan for the Mexican wolf. Initiated in 2008. No action since July 2012. In proposing delisting, relisting and development of an EIS, the Service makes frequent mention of the Recovery Team's work guiding the Service. Yet, a draft Recovery Plan has yet to be released to the public, the full Recovery Team has not met to discuss its work since November 2011 and the Science Subgroup of the Team never reached consensus on its draft guidance to the Service and has not met since December 2012.
5. Development of a management plan for Mexican wolves outside the nonessential experimental population area. Initiated in 2010. No action since February 2013, when the Service withdrew its draft extra-limital plan. However, the plan is referenced in various Service documents pertaining to Issues 1-4 above, as information the Service will consider as it moves forward on those issues.

It is alarming that the Service has had essentially no direct engagement with the general public in the Southwest on any of these five highly-related issues, and even more so that the Service has at this point not committed to any direct public engagement through open meetings until these actions have been completed, or in the case of the EIS, until a draft document is fully developed.

Having considered the above, and the underlying issues and relevant information, we request your timely response to the following:

1. Restructure and extend the public comment periods on these five issues to provide the public with adequate time, opportunity and information to appropriately evaluate each of these issues in the context of the other four.
2. Provide guidance to Service Region 2 that it must ensure that cooperating agencies and the public have ample opportunity to engage with the Service on each of these issues, through public meetings (throughout the potentially affected area) and through formal written comment processes.
3. Provide guidance to Service Region 2 that economic impact analysis of the proposed EIS alternatives must be robust (in terms of new data developed and in terms of the area and the activities covered), and updated to ensure that the economic conditions prevailing in 2012 and projected for the near-term future are reflected in the EIS and to ensure that the public has ample opportunity to consider and comment on the Service's perspective.
4. Instruct Service Region 2 on its obligations pursuant to the Service's policy on NEPA compliance, specifically the ability to provide Service funds for cooperating agency participation in EIS preparation, particularly during the scoping phase. Providing neither funding nor staff support to such agencies, as Region 2 apparently intends to do, is at best not conducive to ensuring active engagement by cooperating agencies.

In closing, we believe that placing all deadlines for Service closure of public comment on these five proposed actions and consideration of any related issues should be on the same day, perhaps in mid-December. Doing that would be more than merely appropriate. It is, in fact, essential to the Service fulfilling both the spirit and the letter of the ESA and NEPA, and consistent with Congressional intent in implementing both laws in cooperation with an informed public.

We appreciate your consideration of this letter and anticipate a timely, substantive response. Given the timelines currently in place, we respectfully request a response by September 9, 2013.

Respectfully,

GILA COUNTY BOARD OF SUPERVISORS

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Michael A. Pastor, Chairman  
District II Supervisor

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Tommie C. Martin, Vice-Chairman  
District I Supervisor

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John D. Marcanti  
District III Supervisor

**ARF-2082**

**Regular Agenda Item 3. I.**

**Regular BOS Meeting**

**Meeting**

**Date:** 09/03/2013

Submitted By: Marian Sheppard, Clerk, BOS,  
Clerk of the Board of  
Supervisors

Department: Clerk of the Board of Supervisors

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Information

Request/Subject

Adoption of Policy No. BOS-COB-004 - Call to the Public.

Background Information

On February 17, 2009, the Board of Supervisors adopted policy number BOS-1-2009 regarding a call to the public during Board of Supervisors' meetings.

On February 26, 2013, a revised Call to the Public policy with a new policy number was presented to the Board of Supervisors during a Work Session. The proposed changes included assigning a new policy number and re-formatting the policy separate from the procedures to be in line with the format and numbering system of Countywide policies, and to update the Board on a change in the statute. An open call to the public during a public meeting was previously addressed in A.R.S. § 38-431.01(G), and it changed to A.R.S. § 38-431.01(H).

Evaluation

The policy has been changed to adhere to the format and numberering for all Countywide policies and to reflect a change in the state statute number.

Conclusion

N/A

Recommendation

It is recommended that the Board of Supervisors adopt Policy No. BOS-COB-004-Call to the Public, which replaces Policy No. BOS-1-2009-Call to the Public.

Suggested Motion

Information/Discussion/Action to adopt Policy No. BOS-COB-004-Call to the Public, which replaces Policy No. BOS-1-2009-Call to the Public to reflect a change in the format and number of the policy and a statutory reference. **(Don McDaniel)**

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Attachments

Policy No. BOS-COB-004 - Call to the Public

ARS 38-431.01

<b>Gila County Policy CALL TO THE PUBLIC</b>	<b>Policy Number: BOS-COB-004</b>	<b>Page</b>
	<b>Adopted by BOS 2-17-09 (Former Number: BOS-1-2009) Revised: September 3, 2013</b>	<b>1 of 1</b>

**I. PURPOSE:**

The purpose of this policy is to ensure that individuals are allowed to address the Board of Supervisors on any issue within the jurisdiction of the Board of Supervisors during a scheduled meeting of the Board in compliance with A.R.S. § 38-431.01(H).

**II. POLICY:**

It is the policy of the Board of Supervisors to place a Call to the Public agenda item on every scheduled meeting of the Board to provide any member of the public an opportunity to speak briefly on any issue within the jurisdiction of the Board of Supervisors.

**SIGNATURES:**

\_\_\_\_\_  
**CHAIRMAN, BOARD OF SUPERVISORS**

\_\_\_\_\_  
**DATE**

+ See attached administrative procedures.

## **GILA COUNTY CALL TO THE PUBLIC PROCEDURES**

### **I. STATUTORY REQUIREMENTS:**

Board members may not discuss items that are not specifically identified on the agenda. Therefore, pursuant to Arizona Revised Statute §38-431.01(H), at the conclusion of an open call to the public, individual members of the Board of Supervisors may respond to criticism made by those who have addressed the Board, may ask staff to respond to a matter or may ask that a matter be put on a future agenda. However, members of the Board of Supervisors shall not discuss or take legal action on matters raised during an open call to the public unless the matters are properly noticed for discussion and legal action.

### **II. PROCEDURE:**

A Call to the Public - Speaker Card (Attachment A) will be provided for those citizens who wish to address the Board of Supervisors. The card contains the speaker's name, address, phone number and other contact information for follow-up purposes. The card also contains space for the speaker to provide a brief description of the subject.

Depending on the amount of time available, the Board Chairman will have the discretion to limit the number of speakers on a given subject. **Each speaker will be strictly limited to three (3) minutes unless extended by the Chairman.**

### **III. BOARD OF SUPERVISORS MEETING AGENDA STATEMENT:**

The following statement will be listed on every scheduled meeting agenda of the Board of Supervisors.

**CALL TO THE PUBLIC:** Call to the Public is held for public benefit to allow individuals to address the Board of Supervisors on any issue within the jurisdiction of the Board of Supervisors. Board members may not discuss items that are not specifically identified on the agenda. Therefore, pursuant to Arizona Revised Statute §38-431.01(H), at the conclusion of an open call to the public, individual members of the Board of Supervisors may respond to criticism made by those who have addressed the Board, may ask staff to review a matter or may ask that a matter be put on a future agenda for further discussion and decision at a future date.

Attachment A



Michael A. Pastor, Chairman (Supervisor District II)  
Tommie C. Martin, Vice-Chairman (Supervisor District I)  
John D. Marcanti, Member (Supervisor District III)

**THANK YOU FOR ATTENDING TODAY'S BOARD OF SUPERVISORS MEETING**

**HOW A CITIZEN MAY BE HEARD**

**CALL TO THE PUBLIC – SPEAKER CARD**

**CALL TO THE PUBLIC:** *This is the time for the public to comment during a scheduled meeting of the Board of Supervisors.* The Chairman will conduct a *Call to the Public* to accept comments from the public right before the summary of current events although the Board reserves the right to modify the order of any item on the agenda including the Call to the Public. Citizens who wish to address the public body need not request permission in advance. In order for the record to properly reflect the speaker's name, address and subject matter, please complete the information below and submit it to the Clerk of the Board. A timing device will be utilized during the Call to the Public and **speakers will be limited to three (3) minutes each unless extended by the Chairman.**

Board members may not discuss items that are not specifically identified on the agenda. Therefore, pursuant to Arizona Revised Statute §38-431.01(H), at the conclusion of an open call to the public, individual members of the Board of Supervisors may respond to criticism made by those who have addressed the Board, may ask staff to review a matter or may ask that a matter be put on a future agenda. However, members of the Board of Supervisors shall not discuss or take legal action on matters raised during an open call to the public unless the matters are properly noticed for discussion and legal action.

Date: \_\_\_\_\_ Your name: \_\_\_\_\_

Your mailing address: \_\_\_\_\_

Your e-mail address: \_\_\_\_\_ Your phone number: \_\_\_\_\_

Brief description of the subject to be addressed:

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38-431.01. Meetings shall be open to the public

A. All meetings of any public body shall be public meetings and all persons so desiring shall be permitted to attend and listen to the deliberations and proceedings. All legal action of public bodies shall occur during a public meeting.

B. All public bodies shall provide for the taking of written minutes or a recording of all their meetings, including executive sessions. For meetings other than executive sessions, such minutes or recording shall include, but not be limited to:

1. The date, time and place of the meeting.
2. The members of the public body recorded as either present or absent.
3. A general description of the matters considered.
4. An accurate description of all legal actions proposed, discussed or taken, and the names of members who propose each motion. The minutes shall also include the names of the persons, as given, making statements or presenting material to the public body and a reference to the legal action about which they made statements or presented material.

C. Minutes of executive sessions shall include items set forth in subsection B, paragraphs 1, 2 and 3 of this section, an accurate description of all instructions given pursuant to section 38-431.03, subsection A, paragraphs 4, 5 and 7 and such other matters as may be deemed appropriate by the public body.

D. The minutes or a recording of a meeting shall be available for public inspection three working days after the meeting except as otherwise specifically provided by this article.

E. A public body of a city or town with a population of more than two thousand five hundred persons shall:

1. Within three working days after a meeting, except for subcommittees and advisory committees, post on its website, if applicable, either:
  - (a) A statement describing the legal actions taken by the public body of the city or town during the meeting.
  - (b) Any recording of the meeting.
2. Within two working days following approval of the minutes, post approved minutes of city or town council meetings on its website, if applicable, except as otherwise specifically provided by this article.
3. Within ten working days after a subcommittee or advisory committee meeting, post on its website, if applicable, either:
  - (a) A statement describing legal action, if any.
  - (b) A recording of the meeting.

F. All or any part of a public meeting of a public body may be recorded by any person in attendance by means of a tape recorder or camera or any other means of sonic reproduction, provided that there is no active interference with the conduct of the meeting.

G. The secretary of state for state public bodies, the city or town clerk for municipal public bodies and the county clerk for all other local public bodies shall conspicuously post open meeting law materials prepared and approved by the attorney general on their website. A person elected or appointed to a public body shall review the open meeting law materials at least one day before the day that person takes office.

X H. A public body may make an open call to the public during a public meeting, subject to reasonable time, place and manner restrictions, to allow individuals to address the public body on any issue within the jurisdiction of the public body. At the conclusion of an open call to the public, individual members of the public body may respond to criticism made by those who have addressed the public body, may ask staff to review a matter or may ask that a matter be put on a future agenda. However, members of the public body shall not discuss or take legal action on matters raised during an open call to the public unless the matters are properly noticed for discussion and legal action.

I. A member of a public body shall not knowingly direct any staff member to communicate in violation of this article.

J. Any posting required by subsection E of this section must remain on the applicable website for at least one year after the date of the posting.

**ARF-2066**

**Consent Agenda Item 4. A.**

**Regular BOS Meeting**

**Meeting Date:** 09/03/2013

Submitted For: Stacie Allison, Submitted By: Stacie Allison, Accountant, Finance  
Accountant Department

Department: Finance Department

Fiscal Year: 2013-2014 Budgeted?: Yes

Contract Dates July 1, Grant?: No

Begin & End: 2013-June 30,  
2014

Matching No Fund?: New  
Requirement?:

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Information

Request/Subject

Approval of revision to Exhibit A of Resolution No. 13-08-03 Providing for the Collection of Taxes for All Jurisdictions for FY 2013-2014

Background Information

The annual adoption of Gila County's budget and setting the County's primary and secondary property tax rates by the Board of Supervisors is a requirement of the Arizona Revised Statutes.

On August 19, 2013, the Board of Supervisors set the primary and secondary property tax rates for 2013 for all taxing jurisdictions within Gila County and conveyed tax rates for all jurisdictions to the County Treasurer, and adopted Resolution No. 13-08-03 providing for the collection of taxes for all jurisdictions by the County Treasurer for fiscal year 2013-2014. Exhibit A to Resolution No. 13-08-03 consisted of the list of tax levies and tax rates of all primary and secondary taxing districts within Gila County.

Evaluation

On August 20, 2013, Stacie Allison of the Gila County Finance Department received an email notification from Darlene Teller of the Arizona Department of Revenue (ADOR) Property Tax Oversight Commission that the tax rate needed to be reduced for Young Elementary School District No. 5 per A.R.S. 42-17151. Attached to Ms. Teller's email was a letter dated December 6, 2012, that was addressed from John Greene, Chairman of the ADOR Property Tax Oversight Commission, to Linda Cheney, Superintendent of Young Elementary School District No. 5, informing Ms. Cheney that the District shall not fix, levy or assess a primary property tax rate higher than the current year's rate of \$6.2008 in August 2013 for tax year 2013.

On August 20, 2013, County Manager Don McDaniel sent an email to Ms. Teller stating that the County planned on exercising the option under A.R.S. 42-17005(A) regarding this matter. On August 21, 2013, Ms. Teller sent an email response to Mr. McDaniel informing him that statute would not apply in this case and, as a result, the tax rate must be reduced for Young Elementary School District No. 5 in accordance with A.R.S. 42-17151(C).

#### Conclusion

The ADOR Property Tax Oversight Commission is requesting that the Board of Supervisors take action to reduce the tax rate set for Young Elementary School District No. 5 from \$6.3743 to \$6.2008 for tax year 2013.

#### Recommendation

Staff recommends that the Board of Supervisors approve a revised Exhibit A of Resolution No. 13-08-03 to reflect a change in the tax rate for Young Elementary School District No. 5 from \$6.3743 to \$6.2008 for tax year 2013.

#### Suggested Motion

Approval of a revision to Exhibit A of Resolution No. 13-08-03, which is a listing of tax levies and tax rates for all primary and secondary taxing districts in Gila County, Arizona. (The total tax rate for Young Elementary School District No. 5 was reduced from \$6.3743 to \$6.2008 per A.R.S. § 42-17151.)

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#### Attachments

Revised Exhibit A of Resolution No. 13-08-03

Resolution No. 13-08-03 with Exhibit A

12-6-12 Ltr from ADOR to Young Elementary School District

Email Correspondence between County Mgr and ADOR 8-20-13

Gila County, Arizona  
Net Assessed Valuations  
Tax Levies and Tax Rates

Exhibit A

Tax Year 2013 (Fiscal Year 2013/2014)

Tax Authority	Primary - - Secondary	Net Assessed Valuation	Levy Amount	Tax Rate
<b>STATE OF ARIZONA</b>				
02002 School Equalization	LCV (Primary)	438,624,843	2,247,075	0.5123
<b>GILA COUNTY</b>				
02000 Gila County General Purpose	LCV (Primary)	438,624,843	18,378,381	4.1900
52000 Gila County	FCV (Secondary)	440,187,536		
<b>COUNTY-WIDE DISTRICTS</b>				
08150 Gila Community College	LCV (Primary)	438,624,843	3,814,281	0.8696
14900 Gila County Library District	FCV (Secondary)	440,187,536	880,586	0.2000
11900 Fire District Assistance Tax	FCV (Secondary)	440,187,536	440,188	0.1000
<b>FIRE DISTRICTS</b>				
11202 Tri-City/Central Heights	FCV (Secondary)	17,786,269	357,717	2.0112
11204 East Verde Park	FCV (Secondary)	2,182,460	48,865	2.2390
11205 Pine/Strawberry	FCV (Secondary)	57,644,397	1,873,443	3.2500
11206 Canyon	FCV (Secondary)	7,227,447	234,891	3.2500
11207 Whispering Pines	FCV (Secondary)	7,854,494	236,177	3.0069
11208 Houston Mesa	FCV (Secondary)	4,309,684	140,065	3.2500
11212 Christopher/Kohl	FCV (Secondary)	19,398,400	552,854	2.8500
11213 Tonto Basin	FCV (Secondary)	16,631,389	540,520	3.2500
11214 Gisela	FCV (Secondary)	1,342,041	40,000	2.9805
11215 Round Valley/Oxbow Estates	FCV (Secondary)	4,729,913	111,153	2.3500
11216 Pleasant Valley	FCV (Secondary)	6,662,608	93,083	1.3971
11217 Beaver Valley	FCV (Secondary)	3,009,087	97,795	3.2500
11218 Hellsgate	FCV (Secondary)	22,477,448	830,022	3.6927
<b>SANITARY DISTRICTS</b>				
21251 Northern Gila County	FCV (Secondary)	159,610,045	957,660	0.6000
21253 Cobre Valley	FCV (Secondary)	-		
21255 Tri-City Regional	FCV (Secondary)	16,126,704	57,708	0.3578
<b>STREET LIGHTING DISTRICTS</b>				
13252 Pine SLID	FCV (Secondary)	1,299,087	2,040	0.1570
13253 Miami Gardens SLID	FCV (Secondary)	265,271	2,321	0.8750
13254 Apache Hills SLID	FCV (Secondary)	110,930	1,022	0.9210
13255 East Verde Park SLID	FCV (Secondary)	2,182,460	4,889	0.2240
13257 Upper Glendale SLID	FCV (Secondary)	114,564	1,877	1.6380
13258 Claypool Lower Miami SLID	FCV (Secondary)	4,399,798	22,263	0.5060
13259 Central Heights Country Club Mi	FCV (Secondary)	3,554,602	10,842	0.3050
<b>WATER DISTRICTS</b>				
16010 Canyon County Imp Dist	FCV (Secondary)	964,407		
16040 Pine/Strawberry WID	FCV (Secondary)	49,456,041	625,025	1.2638
16060 Strawberry Hollow WWID	FCV (Secondary)	927,051		
16080 Strawberry Hollow DWID	FCV (Secondary)	927,051		
16090 Pine Creek Canyon DWID	FCV (Secondary)	3,188,848	82,002	2.5715
16120 Whispering Pines DWID	FCV (Secondary)	2,697,280	8,250	0.3058
<b>CITIES AND TOWNS</b>				
04151 City of Globe	LCV (Primary)	37,925,563	500,618	1.3200
54151 City of Globe	FCV (Secondary)	38,221,537		
04152 Town of Hayden	LCV (Primary)	13,353,370	538,409	4.0320
54152 Town of Hayden	FCV (Secondary)	13,356,172		
04153 Town of Miami	LCV (Primary)	4,119,381	170,000	4.1268
54153 Town of Miami	FCV (Secondary)	4,175,423		
04154 Town of Winkelman	LCV (Primary)	722,152	43,100	5.9682
54154 Town of Winkelman	FCV (Secondary)	722,163		
04155 Town of Payson	LCV (Primary)	165,538,128	633,681	0.3828
54155 Town of Payson	FCV (Secondary)	165,958,361	0	0.0000
04156 Town of Star Valley	LCV (Primary)	15,098,405		
54156 Town of Star Valley	FCV (Secondary)	15,138,426		

**Gila County, Arizona**  
**Net Assessed Valuations**  
**Tax Levies and Tax Rates**  
**SCHOOL DISTRICTS**  
**Tax Year 2013 (Fiscal yr 2013/2014)**

**Exhibit A**

Gila County, Arizona Authority	Purpose	Primary- -Secondary	Net Assessed Valuation	Levy Amount	Tax Rate	Total Tax Rate
05005 Young Elem SD #5	Maint/Oper, Spec Ed, Trans	Primary	16,907,739	1,038,161	6.1402	6.2008
05005 Young Elem SD #5	Capital Outlay	Primary	16,907,739	10,254	0.0606	
05005 Young Elem SD #5	Soft Capital Outlay	Primary	16,907,739	-	-	
55005 Young Elem SD #5	Override	Secondary	16,974,972	-	-	-
05012 Pine/Strawberry SD #12	Maint/Oper, Spec Ed, Trans	Primary	58,143,831	2,385,204	4.1022	4.1022
05012 Pine/Strawberry SD #12	Capital Outlay	Primary	58,143,831	-	-	
05012 Pine/Strawberry SD #12	Soft Capital Outlay	Primary	58,143,831	-	-	
55012 Pine/Strawberry SD #12	Override	Secondary	58,264,006	-	-	-
05033 Tonto Basin Elem SD #33	Maint/Oper, Spec Ed, Trans	Primary	14,348,236	767,698	5.3505	5.5081
05033 Tonto Basin Elem SD #33	Capital Outlay	Primary	14,348,236	22,606	0.1576	
05033 Tonto Basin Elem SD #33	Soft Capital Outlay	Primary	14,348,236	-	-	
55033 Tonto Basin Elem SD #33	Override	Secondary	14,522,790	-	-	-
07001 Globe Unified SD #1	Maint/Oper, Spec Ed, Trans	Primary	44,381,789	1,240,012	2.7940	4.2817
07001 Globe Unified SD #1	Capital Outlay	Primary	44,381,789	660,268	1.4877	
07001 Globe Unified SD #1	Soft Capital Outlay	Primary	44,381,789	-	-	
57001 Globe Unified SD #1	Debt Service	Secondary	44,737,165	-	-	-
07010 Payson Unified SD #10	Maint/Oper, Spec Ed, Trans	Primary	236,443,460	9,569,495	4.0473	4.1988
07010 Payson Unified SD #10	Capital Outlay	Primary	236,443,460	358,182	0.1515	
07010 Payson Unified SD #10	Soft Capital Outlay	Primary	236,443,460	-	-	
07010 Payson Unified SD #10	Adjacent Public Ways	Primary	236,443,460	-	-	-
57010 Payson Unified SD #10	Debt Service	Secondary	237,047,835	2,788,872	1.1765	1.6680
57010 Payson Unified SD #10	Override	Secondary	237,047,835	1,164,996	0.4915	
07040 Miami Unified SD #40	Maint/Oper, Spec Ed, Trans, Dropout	Primary	48,196,865	2,008,854	4.1680	4.4734
07040 Miami Unified SD #40	Capital Outlay	Primary	48,196,865	147,188	0.3054	
07040 Miami Unified SD #40	Soft Capital Outlay	Primary	48,196,865	-	-	
57040 Miami Unified SD #40	Override	Secondary	48,427,013	371,843	0.7678	0.7678
07041 Hayden/Winkelman SD #41	Maint/Oper, Spec Ed, Trans, K-3	Primary	18,364,905	1,152,923	6.2779	6.3660
07041 Hayden/Winkelman SD #41	Capital Outlay	Primary	18,364,905	16,172	0.0881	
07041 Hayden/Winkelman SD #41	Soft Capital Outlay	Primary	18,364,905	-	-	
57041 Hayden/Winkelman SD #41	Debt Service	Secondary	18,371,023	-	-	4.3873
57041 Hayden/Winkelman SD #41	Repay State	Secondary	18,371,023	806,000	4.3873	
07020 San Carlos Unified SD #20	Maint/Oper, Spec Ed, Trans	Primary	1,838,018	-	-	-
07020 San Carlos Unified SD #20	Capital Outlay	Primary	1,838,018	-	-	
07020 San Carlos Unified SD #20	Soft Capital Outlay	Primary	1,838,018	-	-	
57020 San Carlos Unified SD #20	Debt Service	Secondary	1,842,732	-	-	-
57020 San Carlos Unified SD #20	Override	Secondary	1,842,732	-	-	
30003 CVIT	Joint Technology District Arrangem	Secondary	113,377,933	56,689	0.0500	0.0500
30001 NAVIT	Joint Technology District Arrangem	Secondary	237,047,835	118,524	0.0500	0.0500



**RESOLUTION NO. 13-08-03**

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF GILA COUNTY, ARIZONA, PROVIDING FOR THE COLLECTION OF TAXES FOR ALL JURISDICTIONS BY THE COUNTY TREASURER FOR FISCAL YEAR 2013-2014.**

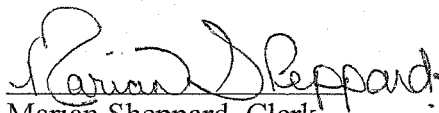
**WHEREAS**, the Gila County Board of Supervisors has received notification of tax rates set by all jurisdictions within Gila County, and has compiled said tax rate information by jurisdiction in Exhibit A, attached hereto and incorporated by reference herein.

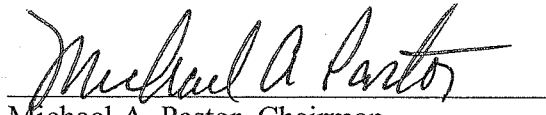
**NOW, THEREFORE, BE IT RESOLVED** that, in accordance with A.R.S. §42-18003, the Board of Supervisors adopts this Resolution calling for the collection of taxes for the jurisdictions listed in Exhibit A by the County Treasurer as provided by law from the persons named in the tax roll and directs that a copy of this Resolution be conveyed to the County Treasurer.

**PASSED AND ADOPTED** this 19<sup>th</sup> day of August 2013, at Globe, Gila County, Arizona.

Attest:

**GILA COUNTY BOARD OF SUPERVISORS**

  
Marian Sheppard, Clerk

  
Michael A. Pastor, Chairman

Gila County, Arizona  
Net Assessed Valuations  
Tax Levies and Tax Rates

Exhibit A

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<b>GILA COUNTY</b>					
02000	Gila County General Purpose	LCV (Primary)	438,624,843	18,378,381	4.1900
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<b>FIRE DISTRICTS</b>					
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11205	Pine/Strawberry	FCV (Secondary)	57,644,397	1,873,443	3.2500
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Net Assessed Valuations  
Tax Levies and Tax Rates  
SCHOOL DISTRICTS  
Tax Year 2013 (Fiscal yr 2013/2014)

Exhibit A

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05005 Young Elem SD #5	Soft Capital Outlay	Primary	16,907,739	-	-	
55005 Young Elem SD #5	Override	Secondary	16,974,972	-	-	
05012 Pine/Strawberry SD #12	Maint/Oper, Spec Ed, Trans	Primary	58,143,831	2,385,204	4.1022	4.1022
05012 Pine/Strawberry SD #12	Capital Outlay	Primary	58,143,831	-	-	
05012 Pine/Strawberry SD #12	Soft Capital Outlay	Primary	58,143,831	-	-	
55012 Pine/Strawberry SD #12	Override	Secondary	58,264,006	-	-	
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05033 Tonto Basin Elem SD #33	Capital Outlay	Primary	14,348,236	22,606	0.1576	
05033 Tonto Basin Elem SD #33	Soft Capital Outlay	Primary	14,348,236	-	-	
55033 Tonto Basin Elem SD #33	Override	Secondary	14,522,790	-	-	
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07001 Globe Unified SD #1	Capital Outlay	Primary	44,381,789	660,268	1.4877	
07001 Globe Unified SD #1	Soft Capital Outlay	Primary	44,381,789	-	-	
57001 Globe Unified SD #1	Debt Service	Secondary	44,737,165	-	-	
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07010 Payson Unified SD #10	Adjacent Public Ways	Primary	236,443,460	-	-	
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07040 Miami Unified SD #40	Capital Outlay	Primary	48,196,865	147,188	0.3054	
07040 Miami Unified SD #40	Soft Capital Outlay	Primary	48,196,865	-	-	
57040 Miami Unified SD #40	Override	Secondary	48,427,013	371,843	0.7678	
07041 Hayden/Winkelman SD #41	Maint/Oper, Spec Ed, Trans, K-3	Primary	18,364,905	1,152,923	6.2779	6.3660
07041 Hayden/Winkelman SD #41	Capital Outlay	Primary	18,364,905	16,172	0.0881	
07041 Hayden/Winkelman SD #41	Soft Capital Outlay	Primary	18,364,905	-	-	
57041 Hayden/Winkelman SD #41	Debt Service	Secondary	18,371,023	-	-	
57041 Hayden/Winkelman SD #41	Repay State	Secondary	18,371,023	806,000	4.3873	4.3873
07020 San Carlos Unified SD #20	Maint/Oper, Spec Ed, Trans	Primary	1,838,018	-	-	-
07020 San Carlos Unified SD #20	Capital Outlay	Primary	1,838,018	-	-	
07020 San Carlos Unified SD #20	Soft Capital Outlay	Primary	1,838,018	-	-	
57020 San Carlos Unified SD #20	Debt Service	Secondary	1,842,732	-	-	
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30001 NAVIT	Joint Technology District Arrangem	Secondary	237,047,835	118,524	0.0500	0.0500

# PROPERTY TAX OVERSIGHT COMMISSION

Arizona Department of Revenue Building



December 6, 2012

Janice K. Brewer  
Governor

John A. Greene  
Chairman

Linda Cheney, Superintendent  
Young Elementary District  
P.O. Box 390  
Young, AZ 85554-0390

Lester Abrams Member	Jim Brodnax Member
Kevin McCarthy Member	Fred Stiles Member

RE: Limit on the School District's 2013 primary property tax levy

Dear Superintendent Cheney:

On December 4, 2012, the Property Tax Oversight Commission met to review school districts that levied a primary property tax rate that exceeded 150% of the Qualifying Tax Rate (QTR) and total primary property taxes for all jurisdictions that exceeded the 1% State Constitutional limit on at least half of the residential property per A.R.S. § 42-17151(C).

Young Elementary School District's 2012 primary property tax rate of \$6.2008 is more than 150% of the QTR of \$3.9170. The total primary property taxes levied for all taxing jurisdictions after subtracting Additional State Aid to Education (ASAE) is \$10.7549 for 100% of the residential property within the district. The total taxes levied include \$6.2008 for Young ESD, \$5.4074 for Gila County, Gila Community College, and State Equalization Assistant Tax less \$0.8533 for ASAE.

The Commission determined your district met both of the criteria. Therefore, Young Elementary District shall not fix, levy or assess a primary property tax rate higher than the current year's rate of \$6.2008 in August 2013 for tax year 2013.

If you have any questions, please feel free to contact Darlene Teller at (602) 716-6436.

Thank you for your cooperation with the Commission.

Sincerely,

John A. Greene  
Chairman

cc: Linda O'Dell, Gila County School Superintendent  
Debra R. Moya, Chief Deputy, Gila County Superintendent of Schools  
Tommie Cline Martin, Chairman, Gila County Board of Supervisors  
Joseph Heatherly, Finance Director, Gila County  
Ed Williams, Young Elementary District

School districts with a primary tax rate greater than 150% of the QTR (2.9378 or 5.8755) and at least half of the residential property (class 3) exceeds \$10 for Tax Year 2012

County School District Authority	Authority Number	Tax Area Code	Adopted Tax Rate			County, School Equalization, Colleges	Name of City or Town	City or Town Tax Rate	Total Tax Rate	Less ASAE - 40% rate 40% QTR	Total Tax rate After ASAE	Class 3 NAV \$	Class 3 NAV %
			Elementary District	High School	Unified School District								
Gila													
Young ESD #5	05005	0500	6.2008	---	---	5.4074	N/A		11.6082	0.8533	10.7549	425,545	12.87%
	05005	0501	6.2008	---	---	5.4074	N/A		11.6082	0.8533	10.7549	0	0.00%
	05005	0502	6.2008	---	---	5.4074	N/A		11.6082	0.8533	10.7549	0	0.00%
	05005	0510	6.2008	---	---	5.4074	N/A		11.6082	0.8533	10.7549	2,160,436	65.34%
	05005	0511	6.2008	---	---	5.4074	N/A		11.6082	0.8533	10.7549	720,414	21.79%
Total Class 3 NAV for 05005 =			3,306,395 * 100% of the district exceeds the 1% limit										
			3,306,395 100.00%										

## Sheppard, Marian

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**From:** Teller, Darlene A <DTeller@azdor.gov>  
**Sent:** Wednesday, August 21, 2013 8:12 AM  
**To:** McDaniel, Don  
**Cc:** ODell, Linda; Hessenius, Jeff; Allison, Stacie; Sheppard, Marian; Rodriguez, Linda  
**Subject:** RE: Young School District tax rate and levy

ARS § 42-17005 applies only to a county, city or town, or fire district that receives a violation of exceeding their levy limit or truth in taxation limit. That situation is a one-time penalty and can be adjusted the following year. This provision does not apply to a school district that must not increase their tax rate above the amount levied in the previous year per ARS § 42-17151(C).

Young must not increase their tax levy above the tax rate they adopted in the previous year (or a tax rate of \$6.2008) per ARS § 42-17151. There is no provision in ARS § 42-17151 to set aside money in the following year to make this correction. This error also impacts the additional state aid to education calculation.

Furthermore, the school would be penalized for more than one year even if there were authority to make the correction next year. The reason for this is each year it is determined if a school district's rate meets the conditions of § 42-17151(C). Young Elementary has been under this limitation for the last three years. For tax year 2011, they could not exceed their tax year 2010 rate of \$6.2176. For tax year 2012, they could not exceed their tax year 2011 rate of \$6.2008. For tax year 2013, they are not able to adopt a tax rate greater than \$6.2008. To explain this situation say the tax rate of \$0.1735 were adjusted next year instead of correcting in the current year per § 42-17151(C), they would going forward be limited to \$6.0273 instead of the \$6.2008. But again, there is no provision in § 42-17151(C) to wait until next year to make this correction.

I will give you a call in a few minutes to discuss further.

*Darlene Teller*

Arizona Department of Revenue  
Office of Economic Research & Analysis  
Phone: 602-716-6436  
Fax: 602-716-7991

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**From:** McDaniel, Don [<mailto:dmcdaniel@gilacountyaz.gov>]  
**Sent:** Tuesday, August 20, 2013 6:19 PM  
**To:** Teller, Darlene A  
**Cc:** ODell, Linda; Hessenius, Jeff; Allison, Stacie; Sheppard, Marian; Rodriguez, Linda  
**Subject:** Young School District tax rate and levy

Dear Ms. Teller:

We are planning to exercise the option under ARS §42-17005. A. (last line) "If the governing body receives the notice after it is too late to correct the levy in the current year, the difference between the amount actually levied and the allowable property tax levy shall be set aside in a special fund and used to reduce the property taxes levied in the following year".

We go to great lengths to make sure these rates and levies are accurate before we have our Board of Supervisors pass a resolution adopting them. We send copies of the draft rates and levies to DOR and the districts well ahead of the adoption date and expect that they are correct if we receive no response. In many cases we contact the taxing districts by phone or email to confirm their amounts.

Thank you for your understanding in this matter.

Sincerely,

*Don E. McDaniel, Jr.*

County Manager  
Gila County, Arizona

928.425.3231

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NOTICE: This e-mail (and any attachments) may contain PRIVILEGED OR CONFIDENTIAL information and is intended only for the use of the specific individual(s) to whom it is addressed. It may contain information that is privileged and confidential under state and federal law. This information may be used or disclosed only in accordance with law, and you may be subject to penalties under law for improper use or further disclosure of the information in this e-mail (and any attachments). If you have received this e-mail in error, please immediately notify the person named above by reply e-mail, and then delete the original e-mail. Thank you.

Wed Aug 21 2013 08:13:57

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**ARF-2052**

**Consent Agenda Item 4. B.**

**Regular BOS Meeting**

**Meeting Date:** 09/03/2013

**Submitted For:** Malissa Buzan, Community Services Division Director

**Submitted By:** Cecilia Bejarano, Executive Administrative Assistant, Community Services Division

**Department:** Community Services Division **Division:** GEST Department

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Information

Request/Subject

Unilateral Amendment No. 1 to Contract No. DE126007-015 Arizona Department of Economic Security.

Background Information

Gila Employment and Special Training (GEST) coordinates with county, state and federal governments in a joint effort to better serve the citizens of Gila County. The Demonstration Project began in 1975 and was founded on the principle of "acceptance." Establishing community acceptance of the individuals with disabilities is and always will be our priority. In 1996, the program name was changed to Gila Employment and Special Training, but our goal remains the same as we provide daily living skills and employment supports to all GEST clients.

The initial contract between Gila County and the Arizona Department of Economic Security to provide these services was approved by the Board of Supervisors and executed on September 20, 2011.

Amendment No. 2 to said contract was approved by the Board and Supervisors and executed on July 16, 2013.

Evaluation

When Unilateral Amendment No. 1 to Contract No. DE126007-015 was issued, it was believed that it did not need to be presented to the Board of Supervisors for approval as there wasn't a requirement for the Chairman to sign the Contract and because this amendment was more administrative in nature. Amendment No. 1 allows for the replacement of Section 5-Background Checks for Employment through the Central Registry, which is part of the Special Terms and Conditions section of the contract. The language was revised due to changes in the law.

Conclusion

By the Board of Supervisors approving this amendment, Gila County GEST Program will be in compliance with said contract.

Recommendation

The Community Services Division Director recommends that the Board of Supervisors approve this amendment.

Suggested Motion

Approval of Unilateral Amendment No. 1 to Contract No. DE126007-015 between the Arizona Department of Economic Security (DES) and the Gila County Division of Community Services, Gila Employment and Special Training, whereby Section 5-DES Special Terms and Conditions was replaced with Section 5-Background Checks for Employment through the Central Registry, effective on the date of last signature through June 30, 2016.

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Attachments

Unilateral Amendment No. 1 Contract No. DE126007-015

Amendment No. 2 Contract DE126007-015

Original Contract DE126007-015

## Legal Explanation



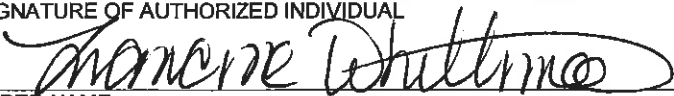
DEPARTMENT OF ECONOMIC SECURITY  
*Your Partner For A Stronger Arizona*

**UNILATERAL CONTRACT AMENDMENT**

1. CONTRACTOR (Name and address)	2. CONTRACT ID NUMBER DE126007-015
GILA COUNTY dba Gila Employment and Special Training 5515 S Apache St, Ste 200 Globe, AZ 85501	3. AMENDMENT NUMBER 1

4. THE PARTIES AGREE TO THE FOLLOWING AMENDMENT

Due to a change in the law, Section 5 of the DES Special Terms and Conditions is hereby replaced with the attached Section 5, BACKGROUND CHECKS FOR EMPLOYMENT THROUGH THE CENTRAL REGISTRY, effective immediately.

5. In accordance with A.R.S. § 35-393.06, the Contractor certifies that the Contractor does not have scrutinized business operations in Iran.
In accordance with A.R.S. § 35-391.06, the Contractor certifies that the Contractor does not have scrutinized business operations in Sudan.
6. EXCEPT AS PROVIDED HEREIN, ALL TERMS AND CONDITIONS OF THE ORIGINAL CONTRACT AS HERETOFORE CHANGED AND/OR AMENDED REMAIN UNCHANGED AND IN FULL FORCE AND EFFECT. THE AMENDMENT SHALL BECOME EFFECTIVE ON THE DATE OF LAST SIGNATURE UNLESS OTHERWISE SPECIFIED HEREIN.
7. ARIZONA DEPARTMENT OF ECONOMIC SECURITY SIGNATURE OF AUTHORIZED INDIVIDUAL 
TYPED NAME <del>Elizabeth G. Csaki, CPPB</del> Francine Whittington
TITLE Manager, Contract Administration Unit
DATE 7/25/13

- 5.0 Background Checks for Employment through the Central Registry.** If providing direct services to children or vulnerable adults, the following shall apply:
- 5.1 The provisions of A.R.S. § 8-804 (as may be amended) are hereby incorporated in its entirety as provisions of this Contract.
- 5.2 The Department will conduct Central Registry Background Checks and will use the information contained in the Central Registry as a factor to determine qualifications for positions that provide direct service to children or vulnerable adults for:
1. Any person who applies for a contract with this State and that person's employees;
  2. All employees of a contractor;
  3. A subcontractor of a contractor and the subcontractor's employees; and
  4. Prospective employees of the contractor or subcontractor at the request of the prospective employer.
- 5.3 Volunteers who provide direct services to children or vulnerable adults shall have a Central Registry Background Check which is to be used as a factor to determine qualifications for volunteer positions.
- 5.4
1. A person who is disqualified because of a Central Registry Background Check may apply to the Board of Fingerprinting for a Central Registry exception pursuant to A.R.S. § 41-619.57. A person who is granted a Central Registry exception pursuant to A.R.S. § 41-619.57 is not entitled to a contract, employment, licensure, certification or other benefit because the person has been granted a Central Registry exception.
  2. Before being employed or volunteering in a position that provides direct services to children or vulnerable adults, persons shall certify on forms that are provided by the Department whether an allegation of abuse or neglect was made against them and was substantiated. The completed forms are to be maintained as confidential.
- 5.5 A person awaiting receipt of the Central Registry Background Check may provide direct services to ADES clients after completion and submittal of the Direct Service Position certification if:
1. The person is not currently the subject of an investigation of child abuse or neglect in Arizona or another state or jurisdiction; and
  2. The person has not been the subject of an investigation of child abuse or neglect in Arizona, or another state or jurisdiction, which resulted in a substantiated finding.
- The Certification for Direct Service Position is located at:  
<https://www.azdes.gov/InternetFiles/InternetProgrammaticForms/doc/ACY-1287AFORFF.doc>
- 5.6 If the Central Registry Background Check specifies any disqualifying act and the person does not have a Central Registry exception, the person shall be prohibited from providing direct services to ADES clients.
- 5.7 The Contractor shall maintain the Central Registry Background Check results and any related forms or documents in a confidential file for five (5) years after termination of the Contract. The Request for Search of Central Registry for Background Check is located at:  
<https://www.azdes.gov/InternetFiles/InternetProgrammaticForms/doc/ACY-1288AFORFF.doc>

  
**DEPARTMENT OF ECONOMIC SECURITY**  
*Your Partner For A Stronger Arizona*

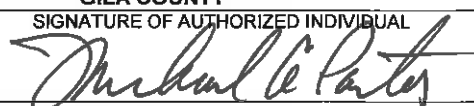
**CONTRACT AMENDMENT**

<b>1. CONTRACTOR (Name and address)</b>  GILA COUNTY dba Gila Employment and Special Training 5515 S Apache St, Ste 200 Globe, AZ 85501	<b>2. CONTRACT ID NUMBER</b> DE126007-015  <b>3. AMENDMENT NUMBER</b> 2
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**4. THE PARTIES AGREE TO THE FOLLOWING AMENDMENT**

Pursuant to the UNIFORM TERMS AND CONDITIONS, Section 5, "Contract Changes," Paragraph 5.1, "Amendments," the following is added to Section 11.0, CONFIDENTIALITY, of the DES Special Terms and Conditions:

- 11.2 The Contractor shall comply with the requirements of the Arizona Address Confidentiality Program, A.R.S. §41-161 et. seq. The Arizona Department of Economic Security will advise the Contractor as to applicable policies and procedures the Arizona Department of Economic Security has adopted for such compliance.

<b>5. In accordance with A.R.S. § 35-393.06, the Contractor certifies that the Contractor does not have scrutinized business operations in Iran.</b>  <b>In accordance with A.R.S. § 35-391.06, the Contractor certifies that the Contractor does not have scrutinized business operations in Sudan.</b>	
<b>6. EXCEPT AS PROVIDED HEREIN, ALL TERMS AND CONDITIONS OF THE ORIGINAL CONTRACT AS HERETOFORE CHANGED AND/OR AMENDED REMAIN UNCHANGED AND IN FULL FORCE AND EFFECT. THE AMENDMENT SHALL BECOME EFFECTIVE ON THE DATE OF LAST SIGNATURE UNLESS OTHERWISE SPECIFIED HEREIN. BY SIGNING THIS FORM ON BEHALF OF THE CONTRACTOR, THE SIGNATORY CERTIFIES HE/SHE HAS THE AUTHORITY TO BIND THE CONTRACTOR TO THIS CONTRACT.</b>	
<b>7. ARIZONA DEPARTMENT OF ECONOMIC SECURITY</b> SIGNATURE OF AUTHORIZED INDIVIDUAL  TYPED NAME <b>Elizabeth G. Csaki, CPPB</b>  TITLE <b>Manager, Contract Administration Unit</b>  DATE	<b>8. NAME OF CONTRACTOR</b> <b>GILA COUNTY</b> SIGNATURE OF AUTHORIZED INDIVIDUAL  TYPED NAME <b>Michael A. Pastor</b>  TITLE <b>Chairman, Gila County Board of Supervisors</b>  DATE <b>7-16-2013</b>

  
**DEPARTMENT OF ECONOMIC SECURITY**  
*Your Partner For A Stronger Arizona*

Gila County dba Gila Employment and Special Training (GEST)  
Contract between the Department of Economic Security (the "Department") and  
(the "Contractor").

**WHEREAS** the Contractor is:

- ☒ a Non-profit Organization as defined in Office of Management and Budget (OMB) Circular A-122;  
☐ a For-profit Organization; and

**WHEREAS** the Department is duly authorized to execute and administer contracts under A.R.S. §41-1954;

**THEREFORE** the Department and Contractor agree to abide by all the terms and conditions set forth in this Contract.

**Contract Term:** This contract shall be effective on October 1, 2011 or on the date of last signature, whichever is later, and shall end on June 30, 2016.

BY SIGNING THIS FORM ON BEHALF OF THE CONTRACTOR, THE SIGNATORY CERTIFIES HE/SHE HAS THE AUTHORITY TO BIND THE CONTRACTOR TO THIS CONTRACT.

FOR AND ON BEHALF OF THE ARIZONA  
DEPARTMENT OF ECONOMIC SECURITY:

  
Procurement Manager Signature

Cathie G. Rodman

Typed Name

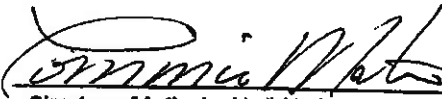
Manager, Solicitation Unit

Title

Date

DES Contract I.D. No.: DE126007-015

FOR AND ON BEHALF OF THE CONTRACTOR:

  
Signature of Authorized Individual

Tommie C. Martin

Typed Name

Chairman, Gila County  
Board of Supervisors

Title

Date

Contractor FEI Number: 86-6000444

Contractor Mailing Address:

5515 S. Apache Ave. Suite 200

Globe, AZ 85501

Contact Name: David B. Caddell

Title: G.E.S.T. Program Manager

Phone Number: (928) 402-8664

Fax Number: (928) 425-9468

E-Mail Address: dcaddell@co.gila.az.us

## UNIFORM TERMS AND CONDITIONS

### Version 8

#### 1. Definition of Terms

As used in this Solicitation and any resulting Contract, the terms listed below are defined as follows:

- 1.1. *"Attachment"* means any item the Solicitation requires the Offeror to submit as part of the Offer.
- 1.2. *"Contract"* means the combination of the Solicitation, including the Uniform and Special Instructions to Offerors, the Uniform and Special Terms and Conditions, and the Specifications and Statement of Scope of Work; the Offer and any Best and Final Offers; and any Solicitation Amendments or Contract Amendments.
- 1.3. *"Contract Amendment"* means a written document signed by the Procurement Officer that is issued for the purpose of making changes in the Contract.
- 1.4. *"Contractor"* means any person who has a Contract with the State.
- 1.5. *"Days"* means calendar days unless otherwise specified.
- 1.6. *"Exhibit"* means any item labeled as an Exhibit in the Solicitation or placed in the Exhibits section of the Solicitation.
- 1.7. *"Gratuity"* means a payment, loan, subscription, advance, deposit of money, services, or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value is received.
- 1.8. *"Materials"* means all property, including equipment, supplies, printing, insurance and leases of property but does not include land, a permanent interest in land or real property or leasing space.
- 1.9. *"Procurement Officer"* means the person, or his or her designee, duly authorized by the State to enter into and administer Contracts and make written determinations with respect to the Contract.
- 1.10. *"Services"* means the furnishing of labor, time or effort by a contractor or subcontractor which does not involve the delivery of a specific end product other than required reports and performance, but does not include employment agreements or collective bargaining agreements.
- 1.11. *"Subcontract"* means any Contract, express or implied, between the Contractor and another party or between a subcontractor and another party delegating or assigning, in whole or in part, the making or furnishing of any material or any service required for the performance of the Contract.
- 1.12. *"State"* means the State of Arizona and Department or Agency of the State that executes the Contract.
- 1.13. *"State Fiscal Year"* means the period beginning with July 1 and ending June 30.

#### 2. Contract Interpretation

- 2.1. Arizona Law. The Arizona law applies to this Contract including, where applicable, the Uniform Commercial Code as adopted by the State of Arizona and the Arizona Procurement Code, Arizona Revised Statutes (A.R.S.) Title 41, Chapter 23, and its implementing rules, Arizona Administrative Code (A.A.C.) Title 2, Chapter 7.

- 2.2. Implied Contract Terms. Each provision of law and any terms required by law to be in this Contract are a part of this Contract as if fully stated in it.
- 2.3. Contract Order of Precedence. In the event of a conflict in the provisions of the Contract, as accepted by the State and as they may be amended, the following shall prevail in the order set forth below:
- 2.3.1. Special Terms and Conditions;
  - 2.3.2. Uniform Terms and Conditions;
  - 2.3.3. Statement or Scope of Work;
  - 2.3.4. Specifications;
  - 2.3.5. Attachments;
  - 2.3.6. Exhibits;
  - 2.3.7. Documents referenced or included in the Solicitation.
- 2.4. Relationship of Parties. The Contractor under this Contract is an independent Contractor. Neither party to this Contract shall be deemed to be the employee or agent of the other party to the Contract.
- 2.5. Severability. The provisions of this Contract are severable. Any term or condition deemed illegal or invalid shall not affect any other term or condition of the Contract.
- 2.6. No Parole Evidence. This Contract is intended by the parties as a final and complete expression of their agreement. No course of prior dealings between the parties and no usage of the trade shall supplement or explain any terms used in this document and no other understanding either oral or in writing shall be binding.
- 2.7. No Waiver. Either party's failure to insist on strict performance of any term or condition of the Contract shall not be deemed a waiver of that term or condition even if the party accepting or acquiescing in the nonconforming performance knows of the nature of the performance and fails to object to it.
3. **Contract Administration and Operation**
- 3.1. Records. Under A.R.S. § 35-214 and § 35-215, the Contractor shall retain and shall contractually require each subcontractor to retain all data and other "records" relating to the acquisition and performance of the Contract for a period of five years after the completion of the Contract. All records shall be subject to inspection and audit by the State at reasonable times. Upon request, the Contractor shall produce a legible copy of any or all such records.
- 3.2. Non-Discrimination. The Contractor shall comply with State Executive Order No. 2009-09 and all other applicable Federal and State laws, rules and regulations, including the Americans with Disabilities Act.
- 3.3. Audit. Pursuant to ARS § 35-214, at any time during the term of this Contract and five (5) years thereafter, the Contractor's or any subcontractor's books and records shall be subject to audit by the State and, where applicable, the Federal Government, to the extent that the books and records relate to the performance of the Contract or Subcontract.
- 3.4. Facilities Inspection and Materials Testing. The Contractor agrees to permit access to its facilities, subcontractor facilities and the Contractor's processes or services, at reasonable times for inspection of the facilities or materials covered under this Contract.

The State shall also have the right to test, at its own cost, the materials to be supplied under this Contract. Neither inspection of the Contractor's facilities nor materials testing shall constitute final acceptance of the materials or services. If the State determines non-compliance of the materials, the Contractor shall be responsible for the payment of all costs incurred by the State for testing and inspection.

- 3.5. Notices. Notices to the Contractor required by this Contract shall be made by the State to the person indicated on the Offer and Acceptance form submitted by the Contractor unless otherwise stated in the Contract. Notices to the State required by the Contract shall be made by the Contractor to the Solicitation Contact Person indicated on the Solicitation cover sheet, unless otherwise stated in the Contract. An authorized Procurement Officer and an authorized Contractor representative may change their respective person to whom notice shall be given by written notice to the other and an amendment to the Contract shall not be necessary.
- 3.6. Advertising, Publishing and Promotion of Contract. The Contractor shall not use, advertise or promote information for commercial benefit concerning this Contract without the prior written approval of the Procurement Officer.
- 3.7. Property of the State. Any materials, including reports, computer programs and other deliverables, created under this Contract are the sole property of the State. The Contractor is not entitled to a patent or copyright on those materials and may not transfer the patent or copyright to anyone else. The Contractor shall not use or release these materials without the prior written consent of the State.
- 3.8. Ownership of Intellectual Property. Any and all intellectual property, including but not limited to copyright, invention, trademark, trade name, service mark, and/or trade secrets created or conceived pursuant to or as a result of this contract and any related subcontract ("Intellectual Property"), shall be work made for hire and the State shall be considered the creator of such Intellectual Property. The agency, department, division, board or commission of the State of Arizona requesting the issuance of this contract shall own (for and on behalf of the State) the entire right, title and interest to the Intellectual Property throughout the world. Contractor shall notify the State, within thirty (30) days, of the creation of any Intellectual Property by it or its subcontractor(s). Contractor, on behalf of itself and any subcontractor(s), agrees to execute any and all document(s) necessary to assure ownership of the Intellectual Property vests in the State and shall take no affirmative actions that might have the effect of vesting all or part of the Intellectual Property in any entity other than the State. The Intellectual Property shall not be disclosed by contractor or its subcontractor(s) to any entity not the State without the express written authorization of the agency, department, division, board or commission of the State of Arizona requesting the issuance of this contract.
- 3.9. Federal Immigration and Nationality Act. The contractor shall comply with all federal, state and local immigration laws and regulations relating to the immigration status of their employees during the term of the contract. Further, the contractor shall flow down this requirement to all subcontractors utilized during the term of the contract. The State shall retain the right to perform random audits of contractor and subcontractor records or to inspect papers of any employee thereof to ensure compliance. Should the State determine that the contractor and/or any subcontractors be found noncompliant, the State may pursue all remedies allowed by law, including, but not limited to; suspension of work, termination of the contract for default and suspension and/or debarment of the contractor.
- 3.10. E-Verify Requirements. In accordance with A.R.S. § 41-4401, Contractor warrants compliance with all Federal immigration laws and regulations relating to employees and warrants its compliance with Section A.R.S. § 23-214, Subsection A.
- 3.11. Scrutinized Businesses. In accordance with A.R.S. § 35-391 and A.R.S. § 35-393, Contractor certifies that the Contractor does not have scrutinized business operations in Sudan or Iran.

3.12 Offshore Performance of Work Prohibited.

Any services that are described in the specifications or scope of work that directly serve the State of Arizona or its clients and involve access to secure or sensitive data or personal client data shall be performed within the defined territories of the United States. Unless specifically stated otherwise in the specifications, this paragraph does not apply to indirect or 'overhead' services, redundant back-up services or services that are incidental to the performance of the contract. This provision applies to work performed by subcontractors at all tiers.

4. **Costs and Payments**

- 4.1. Payments. Payments shall comply with the requirements of A.R.S. Titles 35 and 41, Net 30 days. Upon receipt and acceptance of goods or services, the Contractor shall submit a complete and accurate invoice for payment from the State within thirty (30) days.
- 4.2. Delivery. Unless stated otherwise in the Contract, all prices shall be F.O.B. Destination and shall include all freight delivery and unloading at the destination.
- 4.3. Applicable Taxes.
- 4.3.1. Payment of Taxes. The Contractor shall be responsible for paying all applicable taxes.
- 4.3.2. State and Local Transaction Privilege Taxes. The State of Arizona is subject to all applicable state and local transaction privilege taxes. Transaction privilege taxes apply to the sale and are the responsibility of the seller to remit. Failure to collect such taxes from the buyer does not relieve the seller from its obligation to remit taxes.
- 4.3.3. Tax Indemnification. Contractor and all subcontractors shall pay all Federal, state and local taxes applicable to its operation and any persons employed by the Contractor. Contractor shall, and require all subcontractors to hold the State harmless from any responsibility for taxes, damages and interest, if applicable, contributions required under Federal, and/or state and local laws and regulations and any other costs including transaction privilege taxes, unemployment compensation insurance, Social Security and Worker's Compensation.
- 4.3.4. IRS W9 Form. In order to receive payment the Contractor shall have a current I.R.S. W9 Form on file with the State of Arizona, unless not required by law.
- 4.4. Availability of Funds for the Next State fiscal year. Funds may not presently be available for performance under this Contract beyond the current state fiscal year. No legal liability on the part of the State for any payment may arise under this Contract beyond the current state fiscal year until funds are made available for performance of this Contract.
- 4.5. Availability of Funds for the current State fiscal year. Should the State Legislature enter back into session and reduce the appropriations or for any reason and these goods or services are not funded, the State may take any of the following actions:
- 4.5.1. Accept a decrease in price offered by the contractor;
- 4.5.2. Cancel the Contract; or
- 4.5.3. Cancel the contract and re-solicit the requirements.

5. **Contract Changes**

- 5.1. Amendments. This Contract is issued under the authority of the Procurement Officer who signed this Contract. The Contract may be modified only through a Contract Amendment

within the scope of the Contract. Changes to the Contract, including the addition of work or materials, the revision of payment terms, or the substitution of work or materials, directed by a person who is not specifically authorized by the procurement officer in writing or made unilaterally by the Contractor are violations of the Contract and of applicable law. Such changes, including unauthorized written Contract Amendments shall be void and without effect, and the Contractor shall not be entitled to any claim under this Contract based on those changes.

5.2. Subcontracts. The Contractor shall not enter into any Subcontract under this Contract for the performance of this contract without the advance written approval of the Procurement Officer. The Contractor shall clearly list any proposed subcontractors and the subcontractor's proposed responsibilities. The Subcontract shall incorporate by reference the terms and conditions of this Contract.

5.3. Assignment and Delegation. The Contractor shall not assign any right nor delegate any duty under this Contract without the prior written approval of the Procurement Officer. The State shall not unreasonably withhold approval.

## 6. Risk and Liability

6.1. Risk of Loss: The Contractor shall bear all loss of conforming material covered under this Contract until received by authorized personnel at the location designated in the purchase order or Contract. Mere receipt does not constitute final acceptance. The risk of loss for nonconforming materials shall remain with the Contractor regardless of receipt.

### 6.2. Indemnification

6.2.1. Contractor/Vendor Indemnification (Not Public Agency) The parties to this contract agree that the State of Arizona, its departments, agencies, boards and commissions shall be indemnified and held harmless by the contractor for the vicarious liability of the State as a result of entering into this contract. However, the parties further agree that the State of Arizona, its departments, agencies, boards and commissions shall be responsible for its own negligence. Each party to this contract is responsible for its own negligence.

6.2.2. Public Agency Language Only Each party (as 'indemnitor') agrees to indemnify, defend, and hold harmless the other party (as 'indemnitee') from and against any and all claims, losses, liability, costs, or expenses (including reasonable attorney's fees) (hereinafter collectively referred to as 'claims') arising out of bodily injury of any person (including death) or property damage but only to the extent that such claims which result in vicarious/derivative liability to the indemnitee, are caused by the act, omission, negligence, misconduct, or other fault of the indemnitor, its officers, officials, agents, employees, or volunteers."

6.3. Indemnification - Patent and Copyright. The Contractor shall indemnify and hold harmless the State against any liability, including costs and expenses, for infringement of any patent, trademark or copyright arising out of Contract performance or use by the State of materials furnished or work performed under this Contract. The State shall reasonably notify the Contractor of any claim for which it may be liable under this paragraph. If the contractor is insured pursuant to A.R.S. § 41-621 and § 35-154, this section shall not apply.

### 6.4. Force Majeure.

6.4.1 Except for payment of sums due, neither party shall be liable to the other nor deemed in default under this Contract if and to the extent that such party's performance of this Contract is prevented by reason of force majeure. The term "force majeure" means an occurrence that is beyond the control of the party affected and occurs without its fault or negligence. Without limiting the foregoing,

force majeure includes acts of God; acts of the public enemy; war; riots; strikes; mobilization; labor disputes; civil disorders; fire; flood; lockouts; injunctions-intervention-acts; or failures or refusals to act by government authority; and other similar occurrences beyond the control of the party declaring force majeure which such party is unable to prevent by exercising reasonable diligence.

6.4.2. Force Majeure shall not include the following occurrences:

6.4.2.1. Late delivery of equipment or materials caused by congestion at a manufacturer's plant or elsewhere, or an oversold condition of the market;

6.4.2.2. Late performance by a subcontractor unless the delay arises out of a force majeure occurrence in accordance with this force majeure term and condition; or

6.4.2.3. Inability of either the Contractor or any subcontractor to acquire or maintain any required insurance, bonds, licenses or permits.

6.4.3. If either party is delayed at any time in the progress of the work by force majeure, the delayed party shall notify the other party in writing of such delay, as soon as is practicable and no later than the following working day, of the commencement thereof and shall specify the causes of such delay in such notice. Such notice shall be delivered or mailed certified-return receipt and shall make a specific reference to this article, thereby invoking its provisions. The delayed party shall cause such delay to cease as soon as practicable and shall notify the other party in writing when it has done so. The time of completion shall be extended by Contract Amendment for a period of time equal to the time that results or effects of such delay prevent the delayed party from performing in accordance with this Contract.

6.4.4. Any delay or failure in performance by either party hereto shall not constitute default hereunder or give rise to any claim for damages or loss of anticipated profits if, and to the extent that such delay or failure is caused by force majeure.

6.5. Third Party Antitrust Violations. The Contractor assigns to the State any claim for overcharges resulting from antitrust violations to the extent that those violations concern materials or services supplied by third parties to the Contractor, toward fulfillment of this Contract.

## **7. Warranties**

7.1. Liens. The Contractor warrants that the materials supplied under this Contract are free of liens and shall remain free of liens.

7.2. Quality. Unless otherwise modified elsewhere in these terms and conditions, the Contractor warrants that, for one year after acceptance by the State of the materials, they shall be:

7.2.1. Of a quality to pass without objection in the trade under the Contract description;

7.2.2. Fit for the intended purposes for which the materials are used;

7.2.3. Within the variations permitted by the Contract and are of even kind, quantity, and quality within each unit and among all units;

7.2.4. Adequately contained, packaged and marked as the Contract may require; and

7.2.5. Conform to the written promises or affirmations of fact made by the Contractor.

- 7.3. Fitness. The Contractor warrants that any material supplied to the State shall fully conform to all requirements of the Contract and all representations of the Contractor, and shall be fit for all purposes and uses required by the Contract.
- 7.4. Inspection/Testing. The warranties set forth in subparagraphs 7.1 through 7.3 of this paragraph are not affected by inspection or testing of or payment for the materials by the State.
- 7.5. Compliance With Applicable Laws. The materials and services supplied under this Contract shall comply with all applicable Federal, state and local laws, and the Contractor shall maintain all applicable license and permit requirements.
- 7.6. Survival of Rights and Obligations after Contract Expiration or Termination.
- 7.6.1. Contractor's Representations and Warranties. All representations and warranties made by the Contractor under this Contract shall survive the expiration or termination hereof. In addition, the parties hereto acknowledge that pursuant to A.R.S. § 12-510, except as provided in A.R.S. § 12-529, the State is not subject to or barred by any limitations of actions prescribed in A.R.S., Title 12, Chapter 5.
- 7.6.2. Purchase Orders. The Contractor shall, in accordance with all terms and conditions of the Contract, fully perform and shall be obligated to comply with all purchase orders received by the Contractor prior to the expiration or termination hereof, unless otherwise directed in writing by the Procurement Officer, including, without limitation, all purchase orders received prior to but not fully performed and satisfied at the expiration or termination of this Contract.

**8. State's Contractual Remedies**

- 8.1. Right to Assurance. If the State in good faith has reason to believe that the Contractor does not intend to, or is unable to perform or continue performing under this Contract, the Procurement Officer may demand in writing that the Contractor give a written assurance of intent to perform. Failure by the Contractor to provide written assurance within the number of Days specified in the demand may, at the State's option, be the basis for terminating the Contract under the Uniform Terms and Conditions or other rights and remedies available by law or provided by the contract.
- 8.2. Stop Work Order.
- 8.2.1. The State may, at any time, by written order to the Contractor, require the Contractor to stop all or any part, of the work called for by this Contract for period(s) of days indicated by the State after the order is delivered to the Contractor. The order shall be specifically identified as a stop work order issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage.
- 8.2.2. If a stop work order issued under this clause is canceled or the period of the order or any extension expires, the Contractor shall resume work. The Procurement Officer shall make an equitable adjustment in the delivery schedule or Contract price, or both, and the Contract shall be amended in writing accordingly.
- 8.3. Non-exclusive Remedies. The rights and the remedies of the State under this Contract are not exclusive.
- 8.4. Nonconforming Tender. Materials or services supplied under this Contract shall fully comply with the Contract. The delivery of materials or services or a portion of the materials or services that do not fully comply constitutes a breach of contract. On delivery of nonconforming materials or services, the State may terminate the Contract for default

under applicable termination clauses in the Contract, exercise any of its rights and remedies under the Uniform Commercial Code, or pursue any other right or remedy available to it.

- 8.5. Right of Offset. The State shall be entitled to offset against any sums due the Contractor, any expenses or costs incurred by the State, or damages assessed by the State concerning the Contractor's non-conforming performance or failure to perform the Contract, including expenses, costs and damages described in the Uniform Terms and Conditions.

## 9. Contract Termination

- 9.1. Cancellation for Conflict of Interest. Pursuant to A.R.S. § 38-511, the State may cancel this Contract within three (3) years after Contract execution without penalty or further obligation if any person significantly involved in initiating, negotiating, securing, drafting or creating the Contract on behalf of the State is or becomes at any time while the Contract or an extension of the Contract is in effect an employee of or a consultant to any other party to this Contract with respect to the subject matter of the Contract. The cancellation shall be effective when the Contractor receives written notice of the cancellation unless the notice specifies a later time. If the Contractor is a political subdivision of the State, it may also cancel this Contract as provided in A.R.S. § 38-511.
- 9.2. Gratuities. The State may, by written notice, terminate this Contract, in whole or in part, if the State determines that employment or a Gratuity was offered or made by the Contractor or a representative of the Contractor to any officer or employee of the State for the purpose of influencing the outcome of the procurement or securing the Contract, an amendment to the Contract, or favorable treatment concerning the Contract, including the making of any determination or decision about contract performance. The State, in addition to any other rights or remedies, shall be entitled to recover exemplary damages in the amount of three times the value of the Gratuity offered by the Contractor.
- 9.3. Suspension or Debarment. The State may, by written notice to the Contractor, immediately terminate this Contract if the State determines that the Contractor has been debarred, suspended or otherwise lawfully prohibited from participating in any public procurement activity, including but not limited to, being disapproved as a subcontractor of any public procurement unit or other governmental body. Submittal of an offer or execution of a contract shall attest that the contractor is not currently suspended or debarred. If the contractor becomes suspended or debarred, the contractor shall immediately notify the State.
- 9.4. Termination for Convenience. The State reserves the right to terminate the Contract, in whole or in part at any time when in the best interest of the State, without penalty or recourse. Upon receipt of the written notice, the Contractor shall stop all work, as directed in the notice, notify all subcontractors of the effective date of the termination and minimize all further costs to the State. In the event of termination under this paragraph, all documents, data and reports prepared by the Contractor under the Contract shall become the property of and be delivered to the State upon demand. The Contractor shall be entitled to receive just and equitable compensation for work in progress, work completed and materials accepted before the effective date of the termination. The cost principles and procedures provided in A.A.C. R2-7-701 shall apply.
- 9.5. Termination for Default.
- 9.5.1. In addition to the rights reserved in the contract, the State may terminate the Contract in whole or in part due to the failure of the Contractor to comply with any term or condition of the Contract, to acquire and maintain all required insurance policies, bonds, licenses and permits, or to make satisfactory progress in performing the Contract. The Procurement Officer shall provide written notice of the termination and the reasons for it to the Contractor.

9.5.2. Upon termination under this paragraph, all goods, materials, documents, data and reports prepared by the Contractor under the Contract shall become the property of and be delivered to the State on demand.

9.5.3. The State may, upon termination of this Contract, procure, on terms and in the manner that it deems appropriate, materials or services to replace those under this Contract. The Contractor shall be liable to the State for any excess costs incurred by the State in procuring materials or services in substitution for those due from the Contractor.

9.6. Continuation of Performance Through Termination. The Contractor shall continue to perform, in accordance with the requirements of the Contract, up to the date of termination, as directed in the termination notice.

**10. Contract Claims**

All contract claims or controversies under this Contract shall be resolved according to A.R.S. Title 41, Chapter 23, Article 9, and rules adopted thereunder.

**11. Arbitration**

The parties to this Contract agree to resolve all disputes arising out of or relating to this contract through arbitration, after exhausting applicable administrative review, to the extent required by A.R.S. § 12-1518, except as may be required by other applicable statutes (Title 41).

**12. Comments Welcome**

The State Procurement Office periodically reviews the Uniform Terms and Conditions and welcomes any comments you may have. Please submit your comments to: State Procurement Administrator, State Procurement Office, 100 North 15<sup>th</sup> Avenue, Suite 201, Phoenix, Arizona, 85007.

**ARIZONA DEPARTMENT OF ECONOMIC SECURITY  
SPECIAL TERMS AND CONDITIONS  
Professional Services/Auto Optional /Children-Vulnerable Adult  
5 Year Term**

- 1.0 **Definition of Terms.** In addition to the terms and conditions defined in section 1 of the Uniform Terms and Conditions, the following shall apply:
- 1.1 **"Award Date"** means the date the contract is executed by the Department. This may or may not be the same date as the "Effective Date" which is the date specified on the Offer and Award or Signature page.
- 1.2 **"Department"** means the Arizona Department of Economic Security (ADES), unless otherwise indicated.
- 1.3 **"Effective Date"** means the date the Contractor is to start delivering services. The Effective Date is specified on the Offer and Award or Signature page.
- 1.4 **"Equipment"** means all vehicles, furniture, machinery, electronic data processing (EDP) equipment, software and all other equipment costing \$5,000.00 or more, including all normal and necessary expenses incurred to make the equipment ready for its intended use (e.g., taxes, freight, installation, assembly and testing charges, etc.), and with a useful life of greater than one year. Equipment as used herein does not include real property (e.g., land, buildings, structures, or facilities' improvements).
- 1.5 **"May"** indicates something that is not mandatory but permissible.
- 1.6 **"Shall, Must"** indicates a mandatory requirement. Failure to meet these mandatory requirements may result in the rejection of a proposal as non-responsive.
- 1.7 **"Should"** indicates something that is recommended but not mandatory. If the Contractor fails to provide recommended information, the State may, at its sole option, ask the Contractor to provide the information.
- 1.8 **"Vulnerable adult"** means an individual who is eighteen years of age or older who is unable to protect himself from abuse, neglect or exploitation by others because of a physical or mental impairment
- 2.0 **Advertising, Publishing and Promotion of Contract.** In addition to the terms and conditions in Section 3.6 of the Uniform Terms and Conditions, the following shall apply:
- 2.1 The Contractor shall provide to the Department for review and approval all reports or publications (written, visual or sound) which are funded or partially funded under this contract, a minimum of fifteen (15) calendar days prior to public release. All reports and publications whether written, visual or verbal shall contain the following statement:
- 2.2 "This program was funded through a contract with the Arizona Department of Economic Security. Points of view are those of the author and do not necessarily represent the official position or policies of the Department."
- 3.0 **Audit.** In addition to the terms and conditions in section 3.3 of the Uniform Terms and Conditions, the following shall apply:
- 3.1 In compliance with the Federal Single Audit Act (31 U.S.C. Sections 7501-7507 as may be amended), Contractors designated as subrecipients, as described in the Office of Management and Budget (OMB) Circular A-133, expending Federal funds from all sources totaling \$500,000 or more, shall have a yearly audit conducted in accordance with the audit and reporting standards as prescribed in OMB Circular A-133 (A-133) as may be amended. As outlined in A-133 the audit Reporting Package shall include:
1. Financial statements and a Schedule of Expenditures of Federal Awards (SEFA)
  2. Summary schedule of prior audit findings
  3. Auditor's Reports (detailed in the A-133)
  4. Corrective Action Plan.
- 3.2 The Department's contract numbers and award amounts shall be included on the SEFA. A copy of the Single Audit Reporting Package and Management Letter, if issued, shall be submitted to the Department's Office of Audit and Management Services within thirty (30) days after completion of the audit or nine (9) months after the audited period and to the Department's person designated to receive notices as specified in the Reports

Section in the Scope of Work.

- 3.3 All Contractors are subject to the programmatic and fiscal monitoring requirements of each Department program to ensure accountability of the delivery of all goods and services, as required under the Federal Single Audit Act. A minimum fiscal requirement for all Contractors designated as vendors is an annual financial audit which includes Department contract numbers and award amounts. The Audit Report, Management Letter, if issued, and Auditor's Opinion shall be submitted within thirty (30) days after completion of the audit to the Department's person designated to receive notices as specified in the Reports Section in the Scope of Work.
- 3.4 As prescribed in OMB Circular A-133, for-profit subrecipients are subject to compliance requirements established by the Department. Methods to ensure compliance for Federal awards made to for-profit subrecipients may include pre-award audits, Department monitoring during the contract, and post-award audits.
- 3.5 Audits of non-profit corporations receiving Federal or State monies required pursuant to Federal or State law shall be conducted as provided in 31 U.S.C. Section 7501 et seq. and A.R.S. Section 35-181.03 as may be amended and any other applicable statutes, rules, regulations and standards.
- 4.0 **Availability of Funds.**
- 4.1 The Department may reduce payments or terminate this contract without further recourse, obligation or penalty in the event that insufficient funds are appropriated or allocated. The Director of the Department shall have the sole and unfettered discretion in determining the availability of funds. The Department and the Contractor may mutually agree to reduce reimbursement to the Contractor when the payment type is Fixed Price with Price Adjustment by executing a contract amendment.
- 5.0 **Background Checks for Employment through the Central Registry.** If providing direct services to children or vulnerable adults, the following shall apply:
- 5.1 The provisions of A.R.S. § 8-804 (as may be amended) are hereby incorporated in its entirety as provisions of this Contract.
- 5.2 Background checks through the Central Registry shall be conducted for each Contract employee including subcontractors that provide direct services to children or vulnerable adults. Individuals shall not provide direct services to ADES clients until the results of the Central Registry background check are complete and the results indicate the individual has no disqualifying acts that would prohibit him/her from providing services to ADES clients. If the Central Registry background check specifies any disqualifying act, the individual shall be prohibited from providing direct services to ADES clients.
- 5.3 Within thirty (30) days of contract award, the Contractor shall submit the "*Request for Search of Central Registry for Employment*" for each employee and subcontract employee providing direct services to children or vulnerable adults.
- 5.4 At least sixty (60) days prior to the Contract End Date, the Contractor shall submit the "*Request for Search of Central Registry for Employment*" for each employee and subcontract employee providing direct services to children or vulnerable adults.
- 5.5 The Contractor shall maintain the Central Registry Background Check results in a confidential file for five (5) years after termination of the Contract.
- 6.0 **Certification of Cost or Pricing Data.**
- 6.1 By submittal of the offer, the Contractor is certifying that, to the best of the Contractor's knowledge and belief, any cost or pricing data submitted is accurate, complete and current as of the date submitted or other mutually agreed upon date. Furthermore, the price to the State shall be adjusted to exclude any significant amounts by which the State finds the price was increased because the Contractor-furnished cost or pricing data was inaccurate, incomplete or not current as of the date of certification. Such adjustment by the State may include overhead, profit or fees. The certifying of cost or pricing data does not apply when contract rates are set by law or regulation.
- 7.0 **Certification Regarding Lobbying.**
- 7.1 The Contractor agrees by submittal of the Certification Regarding Lobbying form, compliance with

**8.0 Code of Conduct.**

- 8.1 The Contractor shall avoid any action that might create or result in the appearance of having:
1. Inappropriate use or divulging of information gathered or discovered pursuant to the performance of its duties under the contract;
  2. Acted on behalf of the State without appropriate authorization;
  3. Provided favorable or unfavorable treatment to anyone;
  4. Made a decision on behalf of the State that exceeded its authority, could result in partiality, or have a political consequence for the State;
  5. Misrepresent or otherwise impeded the efficiency, authority, actions, policies, or adversely affect the confidence of the public or integrity of the State; or,
  6. Loss of impartiality when advising the State

**9.0 Competitive Bidding.**

- 9.1 The Contractor is authorized to purchase the supplies and equipment itemized in the contract for utilization in the delivery of contract services. Contractor shall procure all such supplies and equipment at the lowest practicable cost and shall purchase all non-expendable items having a useful life of more than one year and an acquisition cost of \$1,000 or more, through generally accepted and reasonable competitive bidding processes. Any procurement in violation of this provision shall be considered a financial audit exception.

**10.0 Compliance with Applicable Laws.** In addition to the terms and conditions in section 7.6 of the Uniform Terms and Conditions, the following shall apply:

- 10.1. In accordance with A.R.S. §36-557 as may be amended (Purchase of community developmental disabilities services; application; contracts; limitation), as applicable, all recipients of contract services shall have all of the same specified rights as they would have if enrolled in a service program operated directly by the State.
- 10.2 Nothing in this contract shall be construed as a waiver of an Indian tribe's sovereign immunity; nothing shall be construed as an Indian tribe's consent to be sued or as consent by an Indian tribe to the jurisdiction of any State Court.
- 10.3 The Contractor shall comply with the requirements related to reporting to a peace officer or child protective services incidents of crimes against children as specified in A.R.S. §13-3620 as may be amended .
- 10.4 The Contractor shall comply with P.L. 101-121, Section 319 (31 U.S.C. section 1352) as may be amended and 29 C.F.R. Part 93 as may be amended which prohibit the use of federal funds for lobbying and which state, in part: Except with the express authorization of Congress, the Contractor, its employees or agents, shall not utilize any federal funds under the terms of this contract to solicit or influence, or to attempt to solicit or influence, directly or indirectly, any member of Congress regarding pending or prospective legislation. Indian tribes, tribal organizations and any other Indian organizations are exempt from these lobbying restrictions with respect to expenditures that are specifically permitted by other federal law.
- 10.5 The Contractor shall comply with all applicable state and federal statutes and regulations. This shall include A.R.S. § 23-722.01 as may be amended relating to new hire reporting, A.R.S. § 23-722.02 as may be amended relating to wage assignment orders to provide child support, and A.R.S. § 25-535 as may be amended relating to administrative or court-ordered health insurance coverage for children.

**11.0 Confidentiality.**

- 11.1 The Contractor shall observe and abide by all applicable State and federal statutes, rules and regulations regarding the use or disclosure of information including, but not limited to, information concerning applicants for and recipients of contract services. To the extent permitted by law, the Contractor shall release information to the Department and to the Attorney General's Office as required by the terms of this contract, by law or upon their request.

**12.0 Contract Term and Option to Extend.**

- 12.1 The term of the resultant contract shall be effective the date specified on the Signature page and shall remain in effect for five (5) years or otherwise specified date, unless terminated or cancelled.

- 12.2 The Contractor shall not provide services prior to contract term commencing or after the end date of the contract. (No billable activity outside of the effective dates).
- 13.0 Cooperation.**
- 13.1 The Department may undertake or award other contracts for additional work related to the work performed by the Contractor, and the Contractor shall fully cooperate with such other Contractors and State employees, and carefully fit its own work to such other Contractors' work. The Contractor shall not commit or permit any act which will interfere with the performance of work by any other Contractor or by State employees. The Contractor shall cooperate as the State deems necessary, with the transfer of work, services, case records and files performed or prepared by the Contractor to other Contractor(s).
- 14.0 Data Sharing Agreement.**
- 14.1 When determined by the Department that sharing of confidential data will occur with the Contractor, the Contractor shall complete the ADES Data Sharing Request Agreement and submit the completed Agreement to the DES Program Designated Staff prior to any work commencing or data shared. A separate Data Sharing Request Agreement shall be required between the Contractor and each DES Program sharing confidential data.
- 15.0 Equipment.**
- 15.1 If the Contractor is authorized to purchase Equipment, it shall be itemized in the contract for utilization in the delivery of contract services. If Equipment is purchased as authorized by this contract, the Contractor shall maintain complete and up-to-date inventory records for all Equipment purchased hereunder. Equipment specifically designated within this contract, to be purchased in whole or part with the Department funds, shall be reported in accordance with Department inventory policies and procedures. The Contractor shall report Equipment purchased with contract funds to the Department within thirty (30) days of purchase, perform an annual inventory of all Equipment purchased with Department funds and submit the Equipment inventory form to the Department person designated to receive notices.
- 15.2 The Department shall retain an equitable interest equal to the purchase price paid, or a fair estimate or appraisal of current market value, whichever is greater, in all Equipment purchased under this contract. The Department shall be included as a co-insured on any insurance policy which covers Equipment purchased under this contract.
- 15.3 The Contractor shall not dispose of any Equipment purchased under this contract without the prior written consent of the Department during and after the contract term. Such consent, if given, may include direction as to the means of disposition and the utilization of proceeds, including any necessary adjustments to the contract.
- 15.4 Upon termination of this contract, any Equipment purchased under this contract shall be disposed of as directed by the Department and, if sold, the Department shall be compensated in the amount of its equitable interest.
- 15.5 Under a fixed price contract, Section 15.1 through 15.4 do not apply unless specifically required by federal or state law.
- 16.0 Reserved.**
- 17.0 Evaluation.**
- 17.1 The Department may evaluate, and the Contractor shall cooperate in the evaluation of, contract services. Evaluation may assess the quality and impact of contract services, either in isolation or in comparison with other similar services, and assess the Contractor's progress and/or success in achieving the goals, objectives and deliverables set forth in this contract.
- 17.2 As requested by the Department, the Contractor shall participate in third party evaluations relative to contract impact in support of Department goals.
- 18.0 E-Verify.**

- 18.1 In addition to the terms and conditions in Section 3.10 of the Uniform Terms and Conditions, the following shall apply :
- 18.2 The Contractor warrants compliance with all Federal immigration laws and regulations relating to employees and warrants its compliance with Section A.R.S. § 23-214, subsection A as may be amended. (That subsection reads: "After December 31, 2007, every employer, after hiring an employee, shall verify the employment eligibility of the employee through the E-Verify program.")
- 18.3 A breach of a warrant regarding compliance with immigration laws and regulations shall be deemed a material breach of the contract and the Contractor may be subject to penalties up to and including termination of the contract.
- 18.4 Failure to comply with a State audit process to randomly verify the employment records of contractors and subcontractors shall be deemed a material breach of the contract and the Contractor may be subject to penalties up to and including termination of the contract.
- 18.5 The Department retains the legal right to inspect the papers of any employee who works on the contract to ensure that the Contractor or subcontractor is complying with the warranty under paragraph 18.2.
- 19.0 Fair Hearings and Service Recipients' Grievances.**
- 19.1 The Contractor shall advise all applicants for and recipients of contract services of their right, at any time and for any reason, to present to the Contractor and to the Department any grievances arising from the delivery of contract services, including, but not limited to, ineligibility determination, reduction of services, suspension or termination of services, or quality of services. The Department may assert its jurisdiction to hear the grievance or refer the matter to the appropriate authority.
- 19.2 The Contractor, whenever authorized by law, shall maintain a formal system acceptable to and approved by the Department for reviewing and adjudicating grievances by service recipients or subcontractors arising from this contract.
- 20.0 Federal Immigration and Nationality Act.**
- 20.1 In addition to the terms and conditions in Section 3.9 of the Uniform Terms and Conditions, the following shall apply:
- 20.2 By entering into the Contract, the Contractor warrants compliance with the Federal Immigration and Nationality Act (FINA) and all other Federal immigration laws and regulations related to the immigration status of its employees. The Contractor shall obtain statements from its subcontractors certifying compliance and shall furnish the statements to the Procurement Officer upon request. These warranties shall remain in effect through the term of the Contract. The Contractor and its subcontractors shall also maintain Employment Eligibility Verification forms (I-9) as required by the U.S. Department of Labor's Immigration and Control Act, for all employees performing work under the Contract. I-9 forms are available for download at USCIS.GOV.
- 20.3 The State may request verification of compliance for any Contractor or subcontractor performing work under the Contract.
- 21.0 Fees and Program Income.**
- 21.1 Unless specifically authorized in the contract, the Contractor shall impose no fees or charges of any kind upon recipients for contract services.
- 22.0 Fingerprinting.**
- 22.1 Contractor shall comply with, and shall ensure that all of Contractor's employees, independent contractors, subcontractors, volunteers and other agents comply with, all applicable (current and future) legal requirements relating to fingerprinting, fingerprint clearance cards, certifications regarding pending or past criminal matters, and criminal records checks that relate to contract performance.
- 22.2 Applicable legal requirements relating to fingerprinting, certification, and criminal background checks" may include, but are not limited, to the following: A.R.S. §§ 36-594.01, 36-3008, 41-1964, and 46-141. All applicable legal requirements relating to fingerprinting, fingerprint clearance cards, certifications regarding pending or past criminal matters, and criminal records checks are hereby incorporated in their entirety as provisions of this contract. The Contractor is responsible for knowing which legal requirements relating to fingerprinting, fingerprint clearance cards, certifications regarding pending or past criminal matters, and

criminal records checks relate to contract performance.

- 22.3 To the extent A.R.S. § 46-141 is applicable to contract performance or the services provided under this contract, the following provisions apply:
- 22.3.1 Personnel who are employed by the Contractor, whether paid or not, and who are required or allowed to provide services directly to juveniles or vulnerable adults shall submit a full set of fingerprints to the Department for the purposes of obtaining a state and federal criminal records check pursuant to section 41-1750 and Public Law 92-544 or shall apply for a fingerprint clearance card within seven working days of employment.
- 22.3.2 Except as provided in A.R.S. § 46-141, this contract may be cancelled or terminated immediately if a person employed by the Contractor and who has contact with juveniles certifies pursuant to the provisions of A.R.S. § 46-141 (as may be amended) that the person is awaiting trial or has been convicted of any of the offenses listed therein in this State, or of acts committed in another state that would be offenses in this State, or if the person does not possess or is denied issuance of a valid fingerprint clearance card.

**23.0 Inclusive Contractor.**

- 23.1 Contractor is encouraged to make every effort to utilize subcontractors that are small, women-owned and/or minority owned business enterprises. This could include subcontractors for a percentage of the administrative or direct service being proposed. Contractor who is committing a portion of its work to such subcontractors shall do so by identifying the type of service and work to be performed by providing detail concerning the Contractor's utilization of small, women-owned and/or minority business enterprises. Emphasis should be placed on specific areas that are subcontracted and percentage of contract utilization and how this effort will be administered and managed, including reporting requirements.

**24.0 Indemnification and Insurance.**

**24.1 Indemnification Clause:**

- 24.1 1. The parties to this contract agree that the State of Arizona and the Department of Economic Security shall be indemnified and held harmless by Contractor for the vicarious liability of the State as a result of entering into this contract. However, the parties further agree that the State of Arizona and the Department of Economic Security shall be responsible for their own negligence. Each party to this contract is responsible for its own negligence.

*This indemnity shall not apply if the contractor or sub-contractor(s) is/are an agency, board, commission or university of the State of Arizona.*

**24.2 Insurance Requirements:**

- 24.2.1 Contractor and subcontractors shall procure and maintain until all of their obligations have been discharged, including any warranty periods under this Contract, are satisfied, insurance against claims for injury to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees or subcontractors.

- 24.2.2 The *insurance requirements* herein are minimum requirements for this Contract and in no way limit the indemnity covenants contained in this Contract. The State of Arizona in no way warrants that the minimum limits contained herein are sufficient to protect the Contractor from liabilities that might arise out of the performance of the work under this contract by the Contractor, its agents, representatives, employees or subcontractors, and Contractor is free to purchase additional insurance.

- A. **Minimum Scope And Limits Of Insurance:** Contractor shall provide coverage with limits of liability not less than those stated below.

1. **Commercial General Liability – Occurrence Form**

Policy shall include bodily injury, property damage, personal injury and broad form contractual liability.

• General Aggregate	\$2,000,000
• Products – Completed Operations Aggregate	\$1,000,000
• Personal and Advertising Injury	\$1,000,000
• Blanket Contractual Liability – Written and Oral	\$1,000,000
• Fire Legal Liability	\$ 50,000
• Each Occurrence	\$1,000,000

- a. The policy shall be endorsed to **include coverage for sexual abuse and molestation.**

- b. The policy shall be endorsed to include the following additional insured

language: ***"The State of Arizona and the Department of Economic Security shall be named as additional insureds with respect to liability arising out of the activities performed by or on behalf of the Contractor".***

- c. Policy shall contain a waiver of subrogation against the State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.

This requirement may be satisfied with a policy combining General and Professional Liability, provided that the General Liability section of the policy is written on an occurrence basis, and includes coverage for contractual liability.

**2. Business Automobile Liability**

Bodily Injury and Property Damage for any owned, hired, and/or non-owned vehicles used in the performance of this Contract.

Combined Single Limit (CSL) \$1,000,000

- a. The policy shall be endorsed to include the following additional insured language: ***"The State of Arizona and the Arizona Department of Economic Security shall be named as additional insureds with respect to liability arising out of the activities performed by or on behalf of the Contractor, involving automobiles owned, leased, hired or borrowed by the Contractor".***

- b. Policy shall contain a waiver of subrogation against the State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.

**3. Worker's Compensation and Employers' Liability**

- Workers' Compensation Statutory
- Employers' Liability
  - Each Accident \$ 500,000
  - Disease – Each Employee \$ 500,000
  - Disease – Policy Limit \$1,000,000

- a. Policy shall contain a waiver of subrogation against the State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.

- b. This requirement shall not apply to: Separately, EACH contractor or subcontractor exempt under A.R.S. 23-901, AND when such contractor or subcontractor executes the appropriate waiver (Sole Proprietor/Independent Contractor) form.

**4. Professional Liability (Errors and Omissions Liability)**

Each Claim \$1,000,000  
Annual Aggregate \$2,000,000

- a. In the event that the professional liability insurance required by this Contract is written on a claims-made basis, Contractor warrants that any retroactive date under the policy shall precede the effective date of this Contract; and that either continuous coverage will be maintained or an extended discovery period will be exercised for a period of two (2) years beginning at the time work under this Contract is completed.
- b. The policy shall cover professional misconduct or lack of ordinary skill for those positions defined in the Scope of Work of this contract.

- B. Additional Insurance Requirements:** The policies shall include, or be endorsed to include, the following provisions: The State of Arizona and the Arizona Department of Economic Security, wherever additional insured status is required such additional

insured shall be covered to the full limits of liability purchased by the Contractor, even if those limits of liability are in excess of those required by this Contract.

1. The Contractor's insurance coverage shall be primary insurance with respect to all other available sources.
  2. Coverage provided by the Contractor shall not be limited to the liability assumed under the indemnification provisions of this Contract.
- C. **Notice Of Cancellation:** Each insurance policy required by the insurance provisions of this Contract shall provide the required coverage and shall not be suspended, voided, canceled, or reduced in coverage or in limits except after thirty (30) days prior written notice has been given to the State of Arizona. Such notice shall be sent directly to the **Arizona Department of Economic Security, Office of Procurement, 1789 W. Jefferson St. Site Code 805Z, Phoenix, AZ 85007** unless the Scope of Work Reporting Requirements specifies otherwise and shall be sent by certified mail, return receipt requested.
- D. **Acceptability Of Insurers:** Insurance is to be placed with duly licensed or approved non-admitted insurers in the state of Arizona with an "A.M. Best" rating of not less than A- VII. The State of Arizona in no way warrants that the above-required minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency.

If the social services program utilizes the Social Service Contractors Indemnity Pool (SSCIP) or other approved insurance pool for insurance coverage, SSCIP or the other approved insurance pool is exempt from the A.M. Best's rating requirements listed in this contract. If the contractor or subcontractor chooses to use SSCIP or another approved insurance pool as its insurance provider, the contract/subcontract would be considered in full compliance with insurance requirements relating to the A.M. Best rating requirements.

- E. **Verification Of Coverage:** Contractor shall furnish the State of Arizona with certificates of insurance (ACORD form or equivalent approved by the State of Arizona) as required by this Contract. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.

All certificates and endorsements are to be received and approved by the State of Arizona before work commences. Each insurance policy required by this Contract must be in effect at or prior to commencement of work under this Contract and remain in effect for the duration of the project. Failure to maintain the insurance policies as required by this Contract, or to provide evidence of renewal, is a material breach of contract.

All certificates required by this Contract shall be sent directly to **Arizona Department of Economic Security, Office of Procurement, 1789 W. Jefferson St. Site Code 805Z, Phoenix, AZ 85007** unless the Scope of Work Reporting Requirements specifies otherwise. **The State of Arizona contract number and contract description shall be noted or referenced on the certificate of insurance.** The State of Arizona reserves the right to require complete, certified copies of all insurance policies required by this Contract at any time. **DO NOT SEND CERTIFICATES OF INSURANCE TO THE STATE OF ARIZONA'S RISK MANAGEMENT SECTION.**

- F. **Subcontractors:** Contractors' certificate(s) shall include all subcontractors as insureds under its policies or Contractor shall furnish to the State of Arizona separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to the minimum requirements identified above.
- G. **Approval:** Any modification or variation from the *insurance requirements* in this Contract shall be made by the Department of Administration, Risk Management Section, whose decision shall be final. Such action will not require a formal Contract amendment, but may be made by administrative action.
- H. **Exceptions:** In the event the Contractor or sub-contractor(s) is/are a public entity, then the Insurance Requirements shall not apply. Such public entity shall provide a Certificate of Self-Insurance. If the contractor or sub-contractor(s) is/are a State of Arizona agency, board, commission, or university, none of the above shall apply.

In the event that Contractor determines that it may not be able to comply fully with the insurance requirements set forth above in Section 24.0 of the Arizona Department of Economic Security Special Terms and Conditions, the Contractor may request that the insurance requirements be modified pursuant to paragraph 24.2.2(G), provided that such request be delivered in writing to ADES at least ten days prior to the solicitation due date or, if not a solicitation, prior to contract execution. Contractor shall include with such request Contractor's justification for the modification with supporting documentation.

As provided in paragraph 24.2.2(G), the Department of Administration, Risk Management Section, shall decide whether such modification may be permitted. If the Department of Administration, Risk Management, decides to grant permission, the ADES Chief Procurement Officer shall then decide whether to approve the modification.

Modifications that are approved will be done so on a case-by-case basis and shall not affect the insurance requirements of other Contractors for whom modifications have not been approved. If a Contractor's request has not been approved or a Contractor fails to deliver its request prior to the applicable deadline, then the Contractor shall be required to comply fully with the insurance requirements set forth in paragraph 24.0 above.

**25.0 IT 508 Compliance.**

25.1 Unless specifically authorized in the Contract, any electronic or information technology offered to the State of Arizona under this contract shall comply with A.R.S. 41-3531 and 3532 as may be amended and Section 508 of the Rehabilitation Act of 1973, which requires that employees and members of the public shall have access to and use of information technology that is comparable to the access and use by employees and members of the public who are not individuals with disabilities.

**26.0 Levels of Service.**

26.1 If the Contractor determines service recipient eligibility, the Contractor shall maintain and regulate the units or services set forth in this contract to ensure continuity and availability of services to eligible persons during the term of this contract and during any transition to a subsequent Contractor.

26.2 The Department makes no guarantee to purchase specific quantities of goods or services, or to refer eligible persons as may be identified or specified herein. Further, it is understood and agreed that this contract is for the sole convenience of the Department and that the Department reserves the right to obtain like goods or services from other sources when such need is determined necessary by the Department.

26.3 Any administration within the Department may obtain services under this contract.

26.4 Contract services may be moved or expanded to other site locations within the geographic area awarded only by a written contract amendment.

26.5 The Department makes no guarantee to purchase all of the service units authorized or to provide any number of referrals. If quantities of units are specified, they are estimates only and the Department may decrease and/or increase them by providing written notice to the Contractor.

26.6 When the method of compensation for the service is Fixed Price with Price Adjustment, the contract may be amended, by mutual agreement, to purchase additional services by increasing the contract service budget and/or budget summary.

**27.0 Monitoring.**

27.1 The Department may monitor the Contractor and/or subcontractor and they shall cooperate in the monitoring of services delivered, facilities and records maintained and fiscal practices.

**28.0 Non-Discrimination.** In addition to the terms and conditions in section 3.2 of the Uniform Terms and Conditions, the following shall apply:

28.1 Unless exempt under Federal law the Contractor shall comply with Title VII of the Civil Rights Act of 1964 as amended. Contractor shall comply with the Age Discrimination in Employment Act. The Contractor shall comply with the Rehabilitation Act of 1973, as amended, which prohibits discrimination in the employment or

advancement in employment of qualified persons because of physical or mental handicap. The Contractor shall comply with the requirements of the Fair Labor Standards Act of 1938, as amended.

28.2. If Contractor is an Indian Tribal Government, Contractor shall comply with the Indian Civil Rights Act of 1968. It shall be permissible for an Indian Tribal Contractor to engage in Indian preference in hiring.

28.3 The Contractor shall comply with Title VI of the Civil Rights Act of 1964, which prohibits the denial of benefits of or participation in contract services on the basis of race, color, or national origin. The Contractor shall comply with the requirements of Section 504 of the Rehabilitation Act of 1973, as amended, which prohibits discrimination on the basis of handicap, in delivering contract services; and with Title II of the Americans with Disabilities Act, and the Arizona Disability Act, which prohibit discrimination on the basis of physical or mental disabilities in the provision of contract programs, services and activities.

28.4 The following shall be included in all publications, forms, flyers, etc. that are distributed to recipients of contract services:

"Under Titles VI and VII of the Civil Rights Act of 1964 (Title VI and VII) and the Americans with Disabilities Act of 1990 (ADA) Section 504 of the Rehabilitation Act of 1973 and the Age Discrimination Act of 1975, *insert Contractor name here* prohibits discrimination in admissions, programs, services, activities or employment based on race, color, religion, sex, national origin, age, and disability. The (*insert Contractor name here*) must make a reasonable accommodation to allow a person with a disability to take part in a program, service, or activity. Auxiliary aids and services are available upon request to individuals with disabilities. For example, this means that if necessary, the (*insert Contractor name here*) must provide sign language interpreters for people who are deaf, a wheelchair accessible location, or enlarged print materials. It also means that the (*insert Contractor name here*) will take any other reasonable action that allows you to take part in and understand a program or activity, including making reasonable changes to an activity. If you believe that you will not be able to understand or take part in a program or activity because of your disability, please let us know of your disability needs in advance if at all possible. To request this document in alternative format or for further information about this policy please contact: (*insert Contractor contact person and phone number here*)" Para obtener este documento en otro formato u obtener información adicional sobre esta política, (*insert Contractor contact person and phone number here*)"

29.0 **Notices.** In addition to the terms and conditions in section 3.5 of the Uniform Terms and Conditions, the following shall apply:

29.1 All notices shall reference the contract number.

29.2 The Contractor shall give written notice to the Department of changes to the following, and a written amendment to the contract shall not be necessary:

1. Change of telephone number;
2. Changes in the name and/or address of the person to whom notices are to be sent;
3. Changes in contract-related personnel positions of the Contractor which do not affect staffing ratios, staff qualifications or specific individuals required under this contract; or
4. In a fixed price with price adjustment contract, whenever there is less than a 10% increase in any budget category; any such increase must be offset by an equal value decrease in another budget category or categories.

30.0 **Reserved**

31.0 **Order of Precedence.**

31.1 In addition to the terms and conditions in section 2.3 Contract Order of Precedence of the Uniform Terms and Conditions, the following shall apply:

1. In the event of a conflict in the provisions of the Contract, as accepted by the State and as they may be amended, the following shall prevail in the order set forth below:
  1. Division/Administration Special Terms and Conditions;
  2. ADES Special Terms and Conditions;
  3. Uniform Terms and Conditions;
  4. Scope of Work or Specification;
  5. Attachments;
  6. Exhibits;

7. Documents referenced or included in the Solicitation.

**32.0 Pandemic Contractual Performance.**

32.1 The State shall require a written plan that illustrates how the contractor shall perform up to contractual standards in the event of a pandemic. The state may require a copy of the plan at anytime prior or post award of a contract. At a minimum, the pandemic performance plan shall include:

1. Key succession and performance planning if there is a sudden significant decrease in contractor's workforce.
2. Alternative methods to ensure there are services or products in the supply chain.
3. An up to date list of company contacts and organizational chart.

32.2 In the event of a pandemic, as declared by the Governor of Arizona, U.S. Government or the World Health Organization, which makes performance of any term under this contract impossible or impracticable, the State shall have the following rights:

1. After the official declaration of a pandemic, the State may temporarily void the contract(s) in whole or specific sections if the contractor cannot perform to the standards agreed upon in the initial terms.
2. The State shall not incur any liability if a pandemic is declared and emergency procurements are authorized by the Director of the Arizona Department of Administration per A.R.S. § 41-2537 as may be amended of the Arizona Procurement Code.
3. Once the pandemic is officially declared over and/or the contractor can demonstrate the ability to perform, the State, at its sole discretion may reinstate the temporarily voided contract(s).

**33.0 Payments.** In addition to the terms and conditions in section 4.1 of the Uniform Terms and Conditions, the following shall apply:

33.1 Payments shall be made according to the type of payment defined as follows:

1. Rate (or) Fixed Price- The Contractor is paid a specified amount for each unit of service or deliverable as designated in the contract, not to exceed the maximum number of authorized units if indicated by the Department for each contract service/deliverable. The Department may authorize units throughout the term of the contract by amending the contract or through the process of issuing release orders. A Release Order is a separate document and may be increased or decreased throughout the term of the contract without amending the contract. A client specific referral is considered a form of release order as well as a Purchase Authorization or other similar named document.

33.2 The Contractor shall report to the Department in the manner prescribed by the "Reporting Requirements" section of these terms and conditions. Upon receipt of applicable, accurate and complete reports, the Department will authorize payment or reimbursement in accordance with the type of payment indicated by this contract.

33.3 If the Contractor is in any manner in default in the performance of any obligation under this contract, or if audit exceptions are identified, the Department may, at its option and in addition to other available remedies, either adjust the amount of payment or withhold payment until satisfactory resolution of the default or exception.

33.4 Under no circumstances shall the Department make payment to the Contractor that exceeds the:

1. The units authorized as stated in section 33.1; or
2. The service reimbursement ceiling;
3. Under no circumstances shall the Department make payment to the Contractor for services performed prior to or after the term of the contract without timely extension or renewal of the contract.

33.5 The Contractor may offer a price reduction adjustment at any time during the term of the contract. Any price reduction shall be executed by a contract amendment.

**34.0 Payment Recoupment.**

34.1 The Contractor shall reimburse the Department upon demand or the Department may deduct from future payments the following:

1. Any amounts received by the Contractor from the Department for contract services which have been inaccurately reported or are found to be unsubstantiated;
2. Any amounts paid by the Contractor to a subcontractor not authorized in writing by the Department;
3. Any amount or benefit paid directly or indirectly to an individual or organization not in accordance with the "Substantial Interest" section of these terms and conditions;

4. Any amounts paid by the Department for services which duplicate services covered or reimbursed by other specific grants, contracts, or payments;
5. Any amounts expended for items or purposes determined unallowable by the Department when this contract provides for the reimbursement of costs, see the "Unallowable Costs" section of these terms and conditions;
6. Any amounts paid by the Department for which the Contractor's books, records, and other documents are not sufficient to clearly substantiate that those amounts were used by the Contractor to perform contract services;
7. Any amounts received by the Contractor from the Department which are identified as a financial audit exception;
8. Any amounts paid or reimbursed in excess of the contract or service reimbursement ceiling;
9. Any amounts paid to the Contractor which are subsequently determined to be defective pursuant to the "Certification of Cost or Pricing Data" section of these terms and conditions.
10. Any payments made for services rendered before the contract begin date or after the contract termination date.

**35.0 Personnel.**

- 35.1 The Contractor's personnel shall satisfy all qualifications, carry out all duties, and work the hours as set forth in this contract.

**36.0 Predecessor and Successor Contracts.**

- 36.1 The execution or termination of this contract shall not be considered a waiver by the Department of any rights it may have for damages suffered through a breach of this or a prior contract with the Contractor.

**37.0 Professional Standards.**

- 37.1 The Contractor shall deliver contract services in a humane and respectful manner and in accordance with any and all applicable professional accreditation standards. Levels of staff qualifications, professionalism, numbers of staff and individuals identified by name must be maintained as presented in the contract.

**38.0 Rate Increase.**

- 38.1 The Contractor may submit a request for a rate increase a minimum of 45 days prior to the contract extension date. The request shall be in writing and include supportive justification for the proposed increase. The rate increase shall only be considered at time of contract extension. The State will review the request and shall determine if the increase shall be granted or if an alternative option is in the best interests of the State. The rate increase adjustment, if approved, will be effective and executed via a contract amendment.

- 38.2 Any approved rate increase shall be applied to the specific rate(s) in effect prior to the contract extension period.

**39.0. Records.** In addition to the terms and conditions in section 3.1 of the Uniform Terms and Conditions, the following shall apply:

- 39.1 Contract service records will be maintained in accordance with this contract. Records shall, as applicable, meet the following standards:

1. Adequately identify the service provided and each service recipient's application for contract and subcontract activities;
2. Include personnel records which contain applications for employment, job titles and descriptions, hire and termination dates, a copy of the fingerprint clearance card, wage rates, and effective dates of personnel actions affecting any of these items;
3. Include time and attendance records for individual employees to support all salaries and wages paid;
4. For Fix Price with Price Adjustment contracts, include:
  1. Records of the source of all receipts and the deposit of all funds received by the Contractor;
  2. Original copies of invoices, statements, sales tickets, billings for services, deposit slips, etc., and a cash disbursement journal and cancelled checks to reflect all disbursements applicable to the contract;
  3. A complete general ledger with accounts for the collection of all costs and/or fees applicable to the contract; and,
  4. Copies of lease/rental agreements, mortgages and/or any other agreements which in any way may affect contract expenditures

- 39.2 Any such records not maintained shall mandate an audit exception in the amount of the inadequately documented expenditures.
- 39.3 Contractor shall preserve and make available all records for a period of five (5) years from the date of final payment under this contract except as provided in Section 41.0 of the DES Special Terms and Conditions or if subject to Health Insurance Portability & Accountability Act which is six (6) years from the date of final payment:
1. If this contract is completely or partially terminated, the records relating to the work terminated shall be preserved and made available for a period of five years from the date of any such termination.
  2. Records which related to disputes, litigation or the settlement of claims arising out of the performance of this contract, or costs and expenses of this contract to which exception has been taken by the state, shall be retained by the Contractor until such disputes, litigations, claims or exceptions have been disposed of.
- 40.0 Relationship of Parties.**
- 40.1 In addition to the terms and conditions in Section 2.4 of the Uniform Terms and Conditions, the following shall apply:
1. In the event that the Contractor or its personnel is sued or prosecuted for conduct arising from this contract, the Contractor or their personnel will not be represented by the Department of the Attorney General.
  2. Taxes or Social Security payments will not be withheld from a State payment issued hereunder and the Contractor shall make arrangements to directly pay such expenses, if any.
- 41.0 Reporting Requirements.**
- 41.1 Unless otherwise provided in this contract, reporting shall adhere to the following schedule: with the exception of the last month of the contract term, the Contractor shall submit programmatic and financial reports to the Department in the form set forth in the contract no later than the 15th day following the end of each month during the contract term. Failure to submit accurate and complete reports by the 15th day following the end of each month may result, at the option of the Department, in retention of payment. Failure to provide such report within 45 days following the end of a month may result, at the option of the Department, in a forfeiture of such payment.
- 41.2 Following the end of each contract term, the Contractor shall submit programmatic and financial reports to the Department in the form set forth in the contract no later than the 45th day following the end of the each contract term. The final fiscal report for the contract term shall include all adjustment to prior financial reports submitted for the contract term.
- 41.3 No later than the 45th day following the termination of this contract, Contractor shall submit to the Department a final program and fiscal report. Failure to submit the final program and fiscal report within the above time period may result, at the option of the Department, in forfeiture of final payment.
- 41.4 All reports shall reference the contract number and be submitted to the person designated by the Department.
- 42.0 Responsibility for Payments Indemnification.**
- 42.1 The Contractor shall be responsible for issuing payment for services performed by the Contractor's employees, subcontractors, suppliers, or any other third party incurred in the furtherance of the performance or the arising out of the contract and will indemnify and save the Department harmless for all claims whatsoever out of the lawful demands of such parties. The Contractor shall, at the Department's request, furnish satisfactory evidence that all obligations of the nature hereinabove designated have been paid, discharged or waived.
- 43.0 Reserved.**
- 44.0 Subcontracts.** In addition to the terms and conditions in section 5.2 of the Uniform Terms and Conditions, the following shall apply:
- 44.1 The Contractor shall provide copies of each contract with a subcontractor relating to the provision of contract services to the Department upon five (5) calendar days of the request.
- 45.0 Substantial Interest Disclosure.**

- 45.1 Contractor shall not make any payments, either directly or indirectly, to any person, partnership, corporation, trust, or any other organization which has a substantial interest in Contractor's organization or with which Contractor (or one of its directors, officers, owners, trust certificate holders or a relative thereof) has a substantial interest, unless Contractor has made a full written disclosure of the proposed payments, including amounts, to the Department.
- 45.2 Leases or rental agreements or purchase of real property which would be covered by Section 44.1 shall be in writing and accompanied by an independent commercial appraisal of fair market rental, lease, or purchase value, as appropriate.
- 45.3 For the purpose of this Section, "relative" shall have the same meaning as in A.R.S. §38-502 as may be amended.
- 46.0 Supporting Documents and Information.**
- 46.1 In addition to any documents, reports or information required by any other section of this contract, Contractor shall furnish the Department with any further documents and information deemed necessary by the Department. Upon receipt of a request for information from ADES, the Contractor shall provide complete and accurate information no later than fifteen (15) days after the receipt of the request.
- 47.0 Suspension or Debarment.**
- 47.1 In addition to the terms and conditions in section 9.3 of the Uniform Terms and Conditions, the Contractor shall submit the Certification Regarding Debarment, Suspension and Voluntary Exclusion Lower Tier Covered Transactions form (Attachment).
- 48.0 Technical Assistance.**
- 48.1 The Department may, but shall not be obligated to, provide technical assistance to the Contractor in the administration of contract services, or relating to the terms and conditions, policies and procedures governing this contract. Notwithstanding the foregoing, the Contractor shall not be relieved of full responsibility and accountability for the provision of contract services in accordance with the terms and conditions set forth herein.
- 49.0 Termination for Any Reason.**
- 49.1 In the event the contract is terminated, with or without cause, or expires, the Contractor, whenever determined appropriate by the Department, shall assist the Department in the transition of services or eligible persons to other Contractors. Such assistance and coordination shall include, but not be limited to, the forwarding of program and other records as may be necessary to assure the smoothest possible transition and continuity of services. The cost of reproducing and forwarding such records and other materials shall be borne by the Contractor. The Contractor must make provisions for continuing all management/administrative services until the transition of services or eligible persons is complete and all other requirements of this contract are satisfied.
- 49.2 In the event of termination or suspension of the contract by the Department, such termination or suspension shall not affect the obligation of the Contractor to indemnify the Department and the State for any claim by any other party against the State or Department arising from the Contractor's performance of this contract and for which the Contractor would otherwise be liable under this contract. To the extent such indemnification is excluded by A.R.S. §41-621 et seq. as may be amended or an obligation is unauthorized under A.R.S. §35-154 as may be amended the provisions of this paragraph shall not apply.
- 49.3 In the event of early termination for any reason, any funds advanced to the Contractor shall be returned to the Department within ten (10) days after the date of termination or upon receipt of notice of termination of the contract, whichever is earlier.
- 50.0 Termination for Default.** In addition to the terms and conditions in section 9.5 of the Uniform Terms and Conditions, the following shall apply:
- 50.1 The Department may immediately terminate this contract if the Department determines that the health or welfare or safety of service recipients is endangered.
- 51.0. Transfer of Knowledge.**

51.1 The Contractor shall, whenever feasible, share strategies and techniques with Department staff to transfer the skills and knowledge acquired in the delivery of the contracted service.

**52.0 Transition of Activities.**

52.1 In the event that a contract is awarded to a new contractor for services similar to those being performed by Contractor under this contract, there shall be a transition of services period. During this period, the contractor under this contract shall work closely with the new contractor's personnel and/or Department staff to ensure a smooth and complete transfer of duties and responsibilities. The Department's authorized representative will coordinate all transition activities. A transition plan will be developed in conjunction with the existing contractor to assist the new contractor and/or Department staff to implement the transfer of duties. The Department reserves the right to determine which projects/service delivery nearing completion will remain with the current Contractor of record.

**53.0 Unallowable Costs.**

53.1 The cost principles set forth in the Code of Federal Regulations, 48 CFR, Chapter 1, Subchapter e, Part 31, (October 1, 1991), including later amendments and editions, on file with the Arizona Secretary of State and incorporated by this reference, shall be used to determine the allow ability of incurred costs for the purpose of reimbursing costs under contract provisions that provide for the reimbursement of costs. Those costs which are specifically defined as unallowable therein will not be submitted for reimbursement by the Contractor and may not be reimbursed with Department funds.

53.2 In addition, the Contractor shall comply with the following publications (including subsequent revisions), as applicable:

1. OMB Circular A-87 for State, local and Indian Tribal Governments.
2. OMB Circular A-122 for private non-profit organizations other than institutions of higher education, hospitals or others specified in A-122.
3. OMB Circular A-21 for educational institutions.
4. OMB Circular A-133 for audits of institutions of higher education and other non-profit institutions.

**54.0 Visitation, Inspection and Copying.**

54.1 Contractor's and/or subcontractor's facilities, services and individuals served, books and records pertaining to the contract shall be available for visitation, inspection and copying by the Department and any other appropriate agent of the State or Federal Government. At the discretion of the Department, visitation, inspection and copying may be at any time during regular business hours, announced or unannounced. If the Department deems it to be an emergency situation, it may at any time visit and inspect the Contractor's or subcontractor's facilities, services and individuals served, as well as inspect and copy their contract-related books and records.

**55.0 Warranty of Services.**

55.1 The Contractor warrants that all services provided under this contract shall conform to the requirements stated herein and any amendments hereto. The Department's acceptance of services provided by the Contractor shall not relieve the Contractor from its obligations under this warranty. In addition to its other remedies, the Department Procurement Officer may, at the Contractor's expense, require prompt correction of any services failing to meet the Contractor's warranty herein. Services corrected by the Contractor shall be subject to all of the provisions of this contract in the manner and to the same extent as the services originally furnished

**56.0 Limited English Proficiency**

56.1 The Contractor shall ensure that all services provided are culturally relevant and linguistically appropriate to the population to be served following the ADES Policy, Limited English Proficiency, DES 1-01-34 (Exhibit 1).

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**Certification Regarding:**

**Debarment, Suspension, Ineligibility and Voluntary Exclusion**

**Lower Tier Covered Transactions**

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This certification is required by the regulations implementing Executive Order 12549-Debarment and Suspension, 29 CFR Part 98, Section 98.510, Participant's responsibilities. The regulations were published as Part VII of the May 26, 1988 Federal Register (pages 19160-19211).

(BEFORE COMPLETING CERTIFICATION, READ ATTACHED INSTRUCTIONS WHICH ARE AN INTEGRAL PART OF THE CERTIFICATION)

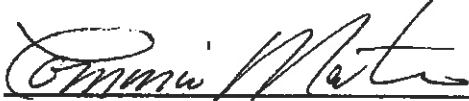
- (1) The prospective recipient of federal assistance funds certifies, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by a federal department or agency.
- (2) Where the prospective recipient of federal assistance funds is unable to certify any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Gila County dba, Gila Employment and Special Training

Name of Agency /Organization

Tommie C. Martin Chairman, Gila County Board of Supervisors

Name and Title of Authorized Representative



Signature

9/20/11

Date

### CERTIFICATION REGARDING LOBBYING

#### Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

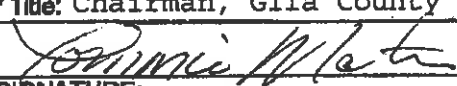
(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

#### Statement for Loan Guarantees and Loan Insurance

The undersigned states, to the best of his or her knowledge and belief, that:

If any funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this commitment providing for the United States to insure or guarantee a loan, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions. Submission of this statement is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required statement shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

<b>APPLICANT'S ORGANIZATION</b>			
Gila County dba Gila Employment and Special Training			
<b>* PRINTED NAME AND TITLE OF AUTHORIZED REPRESENTATIVE</b>			
Prefix:			
* First Name: Tommie	Middle Name: C.	* Last Name: Martin	Suffix:
* Title: Chairman, Gila County Board of Supervisors			
		9/20/11	
<b>* SIGNATURE:</b>		<b>* DATE:</b>	

**SCOPE OF WORK  
SUPPORTED EMPLOYMENT-EXTENDED**

**1.0 ADES VISION AND MISSION STATEMENTS**

- 1.1 ADES Vision: Every child, adult, and family in the State of Arizona will be safe and economically secure.
- 1.2 ADES Mission: The Arizona Department of Economic Security (ADES) promotes the safety, well being, and self sufficiency of children, adults, and families.

**2.0 PURPOSE**

- 2.1 The primary purpose of this contract is to provide continuation of extended supported employment services to individuals with disabilities (hereafter referred to as clients) in the community who are already employed to assist them in maintaining or improving their employment. These clients received Vocational Rehabilitation Services in the past from Rehabilitation Services Administration but now they need ongoing support to keep their employment. In addition, this service may be provided to new RSA referrals and/or self-referrals based on the availability of the funds.
- 2.2 Funding.
  - 2.2.1 The funding source for this service is Social Service Block Grant (SSBG) funds which consist of:
    - 1. Locally Planned SSBG funds allocated and assigned to ADES/RSA by the local Councils of Governments [COG]. COGs identify regional priorities, the service, the service intent and the target group for every state fiscal year as stated in the annual State of Arizona Social Services Block Grant; and
    - 2. State Planned SSBG funds allocated and assigned to DES/RSA by the local Councils of Governments [COG] to be used for various SSBG services at RSA discretion. RSA allocate a portion of the funds for Extended Supported Employment.
  - 2.2.2 Service needs and program decisions may vary in eligibility, geographic and service availability, or the target group to which the service may be directed, which ultimately may affect funding availability under this contract.
- 2.3 Legal Authority. Arizona Revised Statute (A.R.S.) §41-1954(A)(6) provides ADES the authority to enter into contracts and incur obligations within the general scope of its activities and operations subject to the availability of funds.
- 2.4 Projected Award: ADES may make multiple awards to ensure the service coverage to the existing clients who are currently receiving this service. The contract is on an as needed basis. There is no guarantee of the number of units to be authorized.
- 3.0 **SERVICE DESCRIPTION**
  - 3.1 Arizona Taxonomy: A service that provides long-term, on-going support services for an employed individual.
  - 3.2 For the purpose of this contract , this service includes:
    - 1. Assistance to clients in maintaining employment such as job coaching which requires regular contacts with the client, client's parents or guardians (if applicable), and/or the employer, job counseling and related support services; and job monitoring;
    - 2. Assistance in assessment and identification of ongoing employment support needs, natural and peer support environments, and in accessing the resources necessary to meet those needs;
    - 3. Assistance in locating a new job when necessary.
  - 3.3 Service Eligibility Requirements/Target Population. Eligibility for these services is determined by RSA designated staff and/or the Contractor.
    - 1. Individuals to be served under this contract are clients with the most significant disability which may include one or more of the following:

1. individuals who have severe physical or mental impairment that seriously limits three or more functional capacities, such as mobility, communication, self-care, self-direction, interpersonal skills, work tolerance, or work skills, in terms of an employment outcome; and whose vocational rehabilitation can be expected to require multiple vocational rehabilitation services over an extended period of time;
2. individuals for whom competitive employment has not traditionally occurred or for whom competitive employment has been interrupted or intermittent as a result of a significant disability;
3. individuals who, because of the nature and severity of their disabilities, need extended supported employment services after the Vocational Rehabilitation program terminates employment support services in order to maintain competitive employment in an integrated setting consistent with the strengths, resources, priorities, concerns, abilities, capabilities, interests, and informed choice of the individual; and
4. Individuals who did not qualify for extended supported employment services provided by any other State agency such as the ADES Division of Developmental Disabilities, the Arizona Department of Behavioral Health, or Arizona Long Term Care.

#### 3.4 Background Information

The Rehabilitation Service Administration (RSA) is the administration within ADES which provides Vocational Rehabilitation (VR) and Independent Living (IL) services to individuals with disabilities. Through the provision of VR services, RSA assists individuals in achieving permanent, integrated, and competitive employment consistent with their strengths, resources, priorities, concerns, abilities, capabilities, interests and informed choice. Through the provision of IL services, RSA assists eligible individuals to increase their ability to function independently at home, at work and in the community.

#### 4.0 **SERVICE REQUIREMENTS.**

The Contractor shall:

- 4.1 Ensure that all services provided are culturally relevant and linguistically appropriate to the population to be served.
  1. Communicate, either directly or through the assistance of professional services, in the native language of clients who have limited speaking ability or English is not their primary language and use all other appropriate and effective modes of communications used by clients (e.g., Spanish language, American Sign Language, etc.).
- 4.2 Ensure that the appropriate new written authorization has been received from the designated RSA staff prior to making any changes in the level of service provided, including an increase or decrease in the number of units of service and/or a change in the setting.
- 4.3 **Eligibility Determination** for self-referrals (clients not referred by RSA).
  1. Schedule a meeting with a client who seeks this services to determine the client's eligibility for the program and address issues that the client is encountering within seven (7) business day upon the client's self-referral.
  2. Document how the client's eligibility was made.
  3. Notify the client about the eligibility determination and about the date of the Service Planning Meeting.
- 4.4 **Service Planning Meeting**
  1. Schedule a Service Planning Meeting with the client and/or the client's representative, if applicable, **within ten (10) business days:**
    1. From the date of the client's eligibility determination for clients not referred by RSA;
    2. From the date of contract award for existing RSA clients ;
    3. From the date of receipt of RSA Referral for Service form for new referrals from RSA.

2. The purposes of this meeting are to:
  1. Discuss the client's service needs and determine appropriate services to be provided, e.g.: increases in pay, benefits, movement to a more integrated or non-supported setting, etc.
  2. Develop jointly with the client the *Client Service Plan* (Exhibit A) upon which the provision of services shall be based. The Plan shall include clear, measurable objectives and specific time frames for the client to achieve the objectives.
  3. Specify clearly roles and responsibilities for the client and the Contractor, estimated number of service hours or days per month, and cost and timelines for the achievement of the service objectives.

- 4.5 **Service Provision.** Initiate service provision within ten (10) business days after receipt of written authorization for services and provide services specified in the *Client Service Plan* as follows:
1. Ensure that the services are delivered utilizing tools, techniques and materials which are appropriate to the mental and physical capacity/needs of the individual served.
  2. Utilize modified equipment, aides and devices in order to meet the client's physical/sensory needs of the clients.
  3. Continually evaluate the progress of the client and movement toward competitive employment settings without supports and/or employment which is more integrated, as well as develop and implement strategies to increase the client's hours and/or wages. Evaluation shall be conducted at least annually and discussed with the referring RSA staff during the annual meeting as follows:
    1. Schedule and conduct annual meetings to discuss progress and rehabilitation needs within thirty (30) days of each client's annual anniversary from the Client Service Plan start date, and submit a written annual report to the referring RSA staff. During the annual meeting and evaluation, discuss at least the following:
      1. the average number of paid work hours in a month for each client;
      2. the average hourly wage of each client;
      3. the current level of supervision; and
      4. strategies to improve each over a specified period of time.
    4. Revise the Client Service Plan as needed to implement the strategies for improvement and when the client is ready, identify and place the client in a more integrated and/or higher-paying job and notify the referring RSA staff about the revision of the Plan.
    5. Notify RSA within one (1) business day if the client is encountering serious difficulties and problems that interfere with successful completion of the agreed-upon objective(s) including frequent absences.
    6. Complete and submit accurate Monthly Progress Reports (Exhibit B) to the referring RSA staff. The reports shall clearly describe the client's progress being made toward the achievement of the mutually agreed upon goals, including documentation of appointment dates and attendance record. The client's achievement of the stated objectives will be used as a basis for payment after the RSA staff approves the Contractor's monthly progress report.

## 5.0 QUALIFICATION REQUIREMENTS.

The Contractor shall ensure that:

- 5.1 Personnel who supervise the services provided under this contract and prepare progress reports meet the following criteria:
1. A Master's Degree in a related field (e.g., Rehabilitation Counseling, Psychology, Sociology, Education, etc.) and documentation of one (1) year of full time employment working with individuals with disabilities; or
  2. A Bachelor's degree in a related field (e.g. Rehabilitation Counseling, Psychology, Sociology, Education, etc.) and documentation of three (3) years full time employment in working with individuals with disabilities; or
  3. A high school diploma or GED and documentation of seven (7) years full time employment in working with individuals with disabilities.

5.2 Personnel who provide direct client services which are considered less technical in nature shall meet the following criteria:

1. Have a high school diploma or G.E.D., and
2. Have one (1) year of documented experience, preferably working with individuals with disabilities and involved in the provision of vocational rehabilitation services including job development and/or coaching, and
3. Be under the direction and supervision of personnel who meet the criteria in 5.1 above.

5.3 Its personnel meet a variety of needs of RSA clients, including clients with intensive behavioral, physical, and medical challenges.

#### **6.0 ADMINISTRATIVE REQUIREMENTS.**

The Contractor shall:

6.1 Ensure that client records include the RSA Purchase Authorization, the Client Service Plan, Monthly Progress Reports, annual evaluation report (s), records of services provision, date(s) of follow-up meeting(s) with the clients, notes from meetings, personnel time log of service provision, client's attendance logs, and client's satisfaction surveys.

6.2 Maintain a quality management plan in order to continuously monitor the delivery of services and to ensure that the service provision meets the client's objectives to include the following: management plan shall contain elements that address the following:

1. Incident management, corrective action and preventions;
2. Complaints and grievances;
3. Monitoring and evaluation the service provision, i.e., measurement of outcomes as it relates to the client's objectives, and the improvement of the quality of services;
4. Routine monitoring of its personnel and subcontractors to ensure the effectiveness of the relationship between the client and direct service personnel; and
5. Soliciting input from clients to evaluate the effectiveness of the service provision by providing a copy of the Client Satisfaction Survey (Exhibit C) for them to complete and sign. Survey shall be submitted annually with the last calendar quarter report.

6.3 Adhere to the Contractor Code of Conduct (Exhibit D).

6.4 Adhere to Client Transportation Requirements (Exhibit E), if a client is being transported by the Contractor during the service provision.

#### **7.0 CONTRACTOR PERFORMANCE EVALUATION**

7.1 The Contractor shall meet the following minimum acceptable performance standard during a contract year:

1. At a minimum, 90% of the clients who receive these services shall be meeting the goals stated in their Client Service Plans.

7.2 RSA will conduct ongoing evaluation of the Contractor's performance in achieving the minimum acceptable service standard through the Contractor's monthly and quarterly reports and RSA data available through the RSA Database.

#### **8.0 PAYMENT**

8.1 Payment will be made in accordance with the Price Sheet (Attachment 2) upon receipt of the reporting requirements stated below.

8.2 Payment rates are all inclusive, which means that they include all costs associated with the provision of the service including but not limited to: salaries, operating cost, travel time, preparation of billing and reports, routine follow-up phone calls, research, time for client no shows. RSA will not pay separately for these or any other costs except as noted herein.

**8.3 Payment Units for this service include:**

1. **One (1) Group Day.** Group daily rate is when the service is delivered in a group setting to two or more individuals for three (3) or more hours on any given calendar day.
2. **One (1) Individual Hour.** Individual hourly rate is sixty (60 minutes) of actual time spent providing services directly to the client or on behalf of the client.

**9.0 REPORTING REQUIREMENTS.**

**9.1 Program Reports.**

**9.1.1 The Contractor shall submit the following reports along a Contractor Invoice form to RSA Payment and Billing Unit; PO BOX 6877 Phoenix AZ 85005:**

1. Client Service Plan (Exhibit A) within seven (7) days after the Plan is established, or upon revision;
2. Monthly Progress Reports (Exhibit B) within fifteen (15) days following the month in which services were delivered.
3. Annual Progress Evaluation Report: a narrative report summarizing the results of the Annual Meeting, in particular describing the client's achievements over the previous year, challenges still to be met, and outlining proposed strategies for overcoming those challenges.
4. A written narrative report within ten (10) working days following completion of the individual's program or the individual's termination for any reason.

**9.1.2 The Contractor shall report unusual incidents to the referring RSA staff. Any incidents shall be verbally reported the same day of the occurrence to the RSA staff and RSA Contracts Unit, Central Office. A legible, written report of the unusual incident shall be submitted within three (3) business days to the RSA staff. Incidents include, but are not limited to:**

1. Death of a client;
2. Alleged neglect, abuse, mistreatment or exploitation of a client (by anyone);
3. Disappearance of a client. The Contractor shall report a missing client to law enforcement officials and RSA as soon as the Contractor suspects that the client may be missing;
4. Suicide attempts by the client;
5. Sexual abuse, including non-consensual sexual activity;
6. Inappropriate sexual behavior; or
7. A client who might pose a threat to the physical or emotional well-being of an individual or Contractor's staff member.
8. Loss of equipment or property.

**9.1.3 The Contractor shall submit the following to the RSA Contracts Unit:**

1. Quarterly Reports (Exhibit F) within fifteen (15) calendar days following the calendar quarter in which services were delivered. The Quarterly Report is in an Excel spreadsheet format and all data shall be entered directly by the Contractor. Completed Quarterly Reports shall be submitted by email to [RSAContractsUnit@azdes.gov](mailto:RSAContractsUnit@azdes.gov)
2. Client Satisfaction Survey (Exhibit C) with the last calendar quarter of every contract year for all clients who received this service during the calendar year.

**9.2 Financial Reports**

**9.2.1 The Contractor shall submit the following reports to RSA Payment and Billing Unit; PO BOX 6877 Phoenix AZ 85005:**

1. A complete and accurate Contractor Invoice form (Exhibit G) within fifteen (15) calendar days following the month in which services were provided.

**9.3 Billing. The Contractor shall compute service units as follows:**

1. For Individual Hour:
  1. Bill individual rate for a client for whom actual time was spent providing services directly to the client or on behalf of the client.
  2. At the end of a reporting period, round the time spent with the client to the nearest quarter of an hour (15 minutes). Example: 22 hours and 15 minutes = 22.25 hours; 22 hours and

30 minutes = 22.5 hours; 22 hours and 45 minutes = 22.75 hours. Billable time includes time spent:

1. With the client face to face including client meetings to staff the case or using other communication methods (e.g. phone calls) provided that service provision lasted longer than 15 minutes.
2. With the face to face or by phone calls to resolve issues raised by the client or other party provided that service provision lasted (15) minutes or longer.
3. Routine follow up calls with the client or any other party are not billable.

2. For Group Day:

1. Bill this rate for each client who is receiving services in a group.
2. Bill for one whole day when the client is in attendance for three (3) or more hours on a given calendar day.
3. Bill in one-half day increments (0.5 Unit) when a client is in attendance in a group setting less than three (3) hours on a given calendar day.

9.4 Other Reports. Reporting Requirements may change during the contract term. RSA reserves the right to request the Contractor to submit additional or revised reports related to the service provision. The Department will notify the Contractor about any change in reporting forms by mail.

9.5 The Contractor shall submit current certificates of insurance as required in the ADES Special Terms and Conditions to:

Arizona Department of Economic Security  
RSA Contracts Unit Manager  
PO BOX 6123 Site Code 930A, Phoenix, AZ 85005

## Attachment 2

## FACILITY LOCATION AND STAFFING CHART

***If you provide services in one or more service locations, please complete a Facility Location and Staffing Chart for each location***

Service Location Address (City State Zip Code County)		
5515 South Apache Ave. Suite 200 Globe, AZ 85501 Gila County		
Telephone Number (928) 402-8664	Fax Number (928) 425-9468	Email address dcaddell@co.gila.az.us
Contact Person's Name David B. Caddell		
Days And Hours Of Operation: Monday to Friday, except Legal Holidays		

This location meets minimum accessibility requirements as required by the American with Disability Act of 1990 (ADA) and the Architectural Barriers Act of 1968 (ABA). Yes ☒ No ☐

**List the Subcontractors that will provide direct client services:** N/A

[illegible]

## Attachment 2

## FACILITY LOCATION AND STAFFING CHART

***If you provide services in one or more service locations, please complete a Facility Location and Staffing Chart for each location***

<b>Service Location Address (City State Zip Code County)</b> 107 West Frontier Street Suite C Payson, AZ 85541 Gila County		
<b>Telephone Number</b> (928) 402-8664	<b>Fax Number</b> (928) 425-9468	<b>Email address</b> dcaddell@co.gila.az.us
<b>Contact Person's Name</b> David B. Caddell		
<b>Days And Hours Of Operation:</b> Monday to Friday, except Legal Holidays		

This location meets minimum accessibility requirements as required by the American with Disability Act of 1990 (ADA) and the Architectural Barriers Act of 1968 (ABA). Yes ☒ No ☐

**List the Subcontractors that will provide direct client services:** N/A

[illegible]

**ARIZONA DEPARTMENT OF ECONOMIC SECURITY**

CHAPTER		POLICY NUMBER	
01 Department of Economic Security		DES 1-01-34 Index	
SUBJECT		ARTICLE	
34 Limited English Proficiency		01 Director	
		EFFECTIVE DATE	REV. NO.
		06-24-09	0

**DES 1-01-34  
Limited English Proficiency**

POLICY STATEMENT	DES 1-01-34.I
AUTHORITY	DES 1-01-34.II
OVERVIEW	DES 1-01-34.III
SCOPE	DES 1-01-34.IV
DEFINITIONS	DES 1-01-34.V
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**ARIZONA DEPARTMENT OF ECONOMIC SECURITY**

CHAPTER	01 Department of Economic Security
SUBJECT	34 Limited English Proficiency

POLICY NUMBER DES 1-01-34		Page 1
ARTICLE 01 Director		
EFFECTIVE DATE 06-24-09	REV. NO. 0	

**DES 1-01-34  
Limited English Proficiency**

**I. POLICY STATEMENT**

The policy of the Department of Economic Security (the Department) is to provide quality and timely language assistance services to customers with limited English proficiency (LEP) to ensure meaningful access to programs, services, and activities. Each affected work unit of the Department shall:

1. Develop and adhere to specific written procedures;
2. Perform a needs and capacity assessment;
3. Arrange for oral language assistance, as appropriate;
4. Determine which of the Department documents meet the definition of a vital document;
5. Translate vital documents into languages other than English;
6. Provide notification to customers of the availability of language assistance services;
7. Evaluate current Department Web sites for LEP compliance;
8. Develop and implement standards to ensure LEP compliance on all future Web pages;
9. Train all staff who are likely to have contact with Department customers and the management staff who support them;
10. Develop and incorporate an accessible issue resolution process; and
11. Monitor customer access to language assistance.

**II. AUTHORITY**

**Title VI of the Civil Rights Act of 1964, 42 U.S.C. 2000d et seq.  
Arizona Constitution, Article 28**

Section 601 of Title VI of the Civil Rights Act of 1964, 42 U.S.C. Section 2000d *et seq.* states, "No person in the United States shall on the ground of race, color or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance."

Regulations implementing Title VI provide in part at 45 C.F.R. Section 80.3 (b):

- "(1) A recipient [the Department is a 'recipient' under this law] under any program to which this part applies [generally any program that receives federal funds] may not, directly or through contractual or other arrangements, on ground of race, or color, or national origin:
- (i) Deny an individual any service, financial aid, or other benefit provided under the program;
  - (ii) Provide any service, financial aid, or other benefit to an individual which is different, or is provided in a different manner, from that provided to others in the program;

- (2) A recipient, in determining the types of services, financial aid, or other benefits, or facilities which will be provided under any such program or the class of individuals to whom, or the situations in which such services, financial aid or other benefits, or facilities will be provided ... *may not directly, or through contractual or other arrangements, utilize criteria or methods of administration which have the effect of subjecting individuals to discrimination, because of their race, color or national origin, or have the effect of defeating or substantially impairing accomplishments of the objectives of the program with respect to individuals of a particular race, color, or national origin.*" (emphasis added)

### III. OVERVIEW

Title VI of the Civil Rights Act of 1964, as amended, requires that agencies take reasonable steps to ensure meaningful access to their programs and activities for persons with limited English proficiency. For the purposes of this Policy, individuals with limited English proficiency (LEP) are defined as individuals who do not speak English as their primary language and who have a limited ability to read, write, speak, or understand English.

The Department's LEP Policy ensures that the Department, and all Department services regardless of funding source, comply with the requirements of Title VI of the Civil Rights Act of 1964 by setting out standards for its work units to follow. Title VI of the Civil Rights Act of 1964 prohibits discrimination based on race, color, or national origin by any entity receiving federal financial assistance. The Department prohibits administrative methods or procedures that have the effect of subjecting individuals to discrimination or defeating the objectives of these regulations.

In order to avoid discrimination on the grounds of national origin, all programs or activities administered by the Department shall take adequate steps to ensure that their procedures do not deny, or have the effect of denying, individuals with LEP equal access to benefits and services for which such persons qualify. This Policy defines Departmental responsibilities to ensure that individuals with LEP can communicate effectively.

### IV. SCOPE

This LEP Policy, in its entirety, applies to all Department entities and contractors who provide direct Department services to Department customers. The Department and all work units who provide services, information, or assistance to Department customers shall be responsible for development of procedures to ensure compliance with the Department LEP Policy. Areas that do not provide services, information, or assistance to Department customers are not responsible for developing procedures but, at a minimum shall designate an LEP contact to ensure compliance.

The DES Director's Office of Equal Opportunity (DOEO) and the DES Policy and Planning Administration's (PPA) Policy Unit are responsible for review and approval of work unit LEP procedures. This review will be limited to ensuring the work unit LEP procedure is consistent and in compliance with the Department LEP Policy.

### V. DEFINITIONS

Customer: Any applicant, claimant, or recipient of Department services, including LEP customers.

Executive Leader: The Director, Deputy Director, or Assistant Director or their designee with authority over a programmatic or administrative work unit.

**Interpret:** Providing a verbal translation between two or more persons in a language other than English. This may be done by on-site trained Department staff, contractors, or through commercially available resources, including but not limited to telephonic interpretation services.

**Language Used Significantly:** A language, other than English, that is used by five percent or 1,000 persons (whichever is smaller) who are eligible for a Department service or are likely to be directly affected by a Department program or activity in a specific geographic area.

**Limited English Proficiency (LEP) Contact:** The person within a work unit who is responsible for ensuring their program or administrative work unit is LEP compliant.

**Limited English Proficient (LEP) Customer:** Any prospective, potential, or actual recipient of benefits or services from the Department who cannot speak, read, write, or understand the English language at a level that permits effective interaction with the Department. This includes LEP parents or guardians of minor children who are customers or LEP customers.

**Non-Vital Documents:** Documents that are not critical to access Department benefits and services.

**Translate:** Providing a written document in a language other than English.

**Vital Document:** A document that conveys information that affects the ability of the customer to make decisions about his or her participation in the program. The decision of whether a document is vital may depend upon the importance of the program information, encounter, or service involved, and the consequence to the LEP person if the information is not provided accurately or in a timely manner.

**Work Unit:** A program or administrative area within the Department. Work unit includes all Department work units as well as its contractors that provide direct service to Department customers.

## VI. STANDARDS

1. All Department staff shall provide services to Department customers in a manner that ensures the customer has meaningful access to their programs and activities for all persons, including those persons who have limited English proficiency.
2. **Compliance and Enforcement:** It is the responsibility of each Executive Leader overseeing a Department work unit, program, or administrative area to ensure that activities within the Executive Leader's work unit are conducted consistent with both the Department LEP Policy and the specific work unit LEP procedure.
3. **Work unit Procedures:** Each work unit identified as warranting language assistance services shall develop specific written procedures related to language assistance services applicable to its program activities. These procedures must be consistent with the standards listed in the Department LEP policy. Written procedures shall address the following areas:
  - a. Provision of language services generally;
  - b. Identification and assessment of language needs;
  - c. Oral language assistance services;
  - d. Written translations;
  - e. Oral and written notification of the availability of language services;
  - f. Issue resolution rights;

- g. Staff training on language service provision; and
  - h. Monitoring access to language assistance.
4. **Needs and capacity assessment:** The Department shall employ a four-step process to determine the need and capacity for LEP services. Specifically, each work unit shall determine and indicate in writing if it has direct contact with Department customers. If work unit determines that it does, then:
- Determine the number or proportion of LEP customers served;
  - Determine the frequency of contact between LEP customers and the program;
  - Assess the nature and importance of the program; and
  - Assess available resources.
- a. *Each work unit shall identify the steps in their service delivery process and identify the anticipated number of customer interactions that occur at each of these steps.* These steps could include points of contact with Department staff where customers get information or staff take an action that affects a customer's ability to meaningfully participate in a Department program or activity. These points of contact include Department offices, telephone numbers regularly used by the public, outreach activities, informational and operational Web sites, and written notices. These contacts may be face-to-face, telephonic, written, or electronic.
  - b. *The Department shall identify the languages used by the populations it serves. Both the Department and each work unit shall use this information to determine the incidences in which the Department and work unit expect to interact with customers in various languages other than English.* The Department shall use the most recent census data to determine overall language trends in Arizona. Other demographic data sources include information from other state agencies, commercial marketing data, school systems, community organizations, national ethnic organizations, the Internet, and internally gathered Department data. These trends will be used to determine the LEP population's alternative language needs. The Department will update this information with the issuance of new census data.
  - c. *Each work unit shall annually assess the language assistance needs of its LEP customers and the capacity of its programs to meet these needs.* Work unit procedures shall include the methods used to conduct this assessment, including areas where it intends to use Departmentally-produced data, and the frequency with which it will complete the assessment.
  - d. *Each work unit shall implement a process for gathering and recording LEP customer language preferences:*
    - i. The work unit procedures shall include sufficient detail to identify how the work unit gathers language preference information, where it stores the information, and how it will make the information readily available for future contact with LEP customers and for statistics-gathering purposes;
    - ii. Each work unit procedure shall include the use of language preference posters in each local office. These posters are designed to provide an opportunity for LEP persons to self-declare their language preference during local office contacts. The Department shall prominently display posters in all its offices in which customer interaction is anticipated. These posters are developed, transmitted, and maintained as a Departmental function.

5. **Oral language assistance:**

- a. ***Each component, program, or administrative work unit of the Department shall arrange for oral language assistance to LEP customers in face-to-face and telephone contact:***  
 Work unit procedures shall identify the processes for providing oral language assistance and the method for obtaining these services. The oral language assistance portion of the work unit procedures for identifying individuals with LEP shall be consistent with those outlined in this policy. LEP services shall be provided free of charge upon the request of the customer. Work units may identify approaches specific to their work unit, but all procedures shall include the minimum Department standard of ensuring that the provision of bilingual/interpretive services is prompt and without undue delays. Necessary timeframes may vary based upon the nature and importance of the service. For example, timeframes for emergency services may be different from those timeframes for non-emergency services. In most circumstances, this requires language services to be available within reasonable timeframes during all operating hours by:
  - i. Establishing interpreter service contracts. The Department maintains contracts with multiple vendors to provide verbal interpretation. The Office of Procurement shall provide direction to all work units on how to access and use contracts for interpreter services. Work units shall, in their procedures, identify how they shall request and coordinate these services. In addition, services through commercially available telephonic interpretation services shall be available when needed;
  - ii. Implementing a means to compensate bilingual staff. Subject to the availability of funds, the Department has a bilingual stipend program in place that operates under DES 1-26-26, *Bilingual Stipend for Certified Employees*. This program compensates bilingual staff who meet required standards for performing verbal interpretation services. Work unit procedures shall identify the offices in which a need for bilingual staff has been established and which languages are needed;
  - iii. Orally translating vital documents into languages other than English for LEP customers.
- b. ***Location and Accessibility of LEP Services:*** Work units shall ensure that their procedures include provisions that respond to the language needs of the populations in each area in which the work unit provides services. Each work unit shall determine the most efficient and effective means to meet these needs. Accommodations such as translations of commonly requested documents, bilingual staff, and telephone interpreter services should be made available at locations that are readily accessible to the public, such as information desks, security checkpoints, and public information telephone lines.
- c. ***Use of Bilingual Staff:*** *The Department will make reasonable efforts to recruit and have bilingual staff* employed in programs and activities where the number or percentage of LEP customers or potential LEP customers is statistically significant, or where the frequency of contact with such persons makes the employment of bilingual staff a more cost effective, efficient, and effective mode for communication:
  - i. Each work unit shall make a decision to employ bilingual staff after a needs assessment, with due consideration given to the budgetary, personnel, and other constraints of the work unit;

- ii. Bilingual staff or contractors must be assessed for bilingual proficiency. Work units should ensure that individuals providing interpretative services possess a level of fluency and comprehension appropriate to the specific nature, type, and purpose of information at issue.
    - d. **Unacceptable Practices:** Work units should only use family members or friends to interpret for LEP customers if the LEP customer insists on using the friend or family member after Department-provided language services have been offered. Minor children should never be used to interpret, except in emergencies. If additional services are required, any information obtained utilizing a minor child as the interpreter shall be verified through an approved interpreter after the emergency situation has closed.
6. **Translation of written materials:** Each work unit must identify its vital documents. Vital documents include, but are not limited to, the following for any service, benefit, program, or administrative work unit provided by or contracted with the Department:
- Applications;
  - Recertification or renewal applications;
  - Documents that require a response;
  - Letters or other written documents that contain information regarding participation in a program;
  - Notices of eligibility criteria, authorization or denial, applicant or participant rights, benefit or service changes, hearings, and actions affecting parental custody or child support;
  - Consent and complaint forms;
  - Appeal rights and grievance procedures;
  - Written tests that do not assess English language competency but test competency for a particular license, job, or skill for which knowing English is not required; and
  - Notices advising LEP persons of free language assistance.
  - Any other document that the work unit deems vital due to the importance of the program, information, encounter, or service involved and the consequence to the LEP person if the information in question is not provided accurately or in a timely manner.
- a. ***Each work unit shall translate its vital documents into languages used significantly by its LEP customers.*** The Department maintains two approved processes for having written material, including required posters and signs, translated to languages other than English: The Department Office of Graphics and Design or a state-approved translation contract. Using one of these two processes ensures the quality of the translation activity. Department documents for official public use may not be translated using any other method. Work unit procedures shall identify which method for translation will be used within the work unit. The work unit procedure shall also include a listing of the documents that meet the definition of a vital document.
  - b. ***Each work unit shall respond to written communications from LEP customers in a manner that is consistent with the Department policy.*** Work unit procedures shall address a process to ensure that LEP customer case records are noted as LEP when work unit staff receive information from a customer in a language other than English. Work unit staff shall interact with the individual in a manner consistent with the Department LEP policy unless the customer indicates otherwise.

- c. ***Each work unit should be sensitive to the literacy levels of the LEP public.*** There are situations in which the use of translated written material may not meet the needs of some Department LEP customers. Some languages are historically unwritten or some LEP customers may be illiterate in their native language. Work unit procedures must ensure that staff use the most effective means to communicate with LEP individuals. This may include either verbal or written communication.

7. **Institutional Considerations for Translation:**

- a. ***Each work unit shall ensure that the public is aware of available interpretation and translation assistance.*** Each work unit shall include on all documents that are not translated into a language other than English a statement in each significantly used language indicating that all persons have the right to free language assistance and how the assistance can be obtained. This notification shall be included on all documents that are routinely disseminated to the public, including electronic text. This language shall be placed near the front of the document in a format that brings attention to it.
- b. ***Each work unit shall ensure that its electronic sources for providing vital information are LEP compliant.*** The Department and each work unit shall ensure that its Web sites and other electronic sources for vital information or documents provide this information in significantly used languages other than English. Web sites shall prominently display access to non-English versions of this information on any page that may be used as the initial point of contact for LEP individuals. Web sites shall also identify methods to access language assistance free of charge.
- c. ***The Department shall produce and each work unit shall readily make available to its customers, an LEP Rights pamphlet in English and all other significantly used languages.*** The pamphlet shall explain that LEP services are available from the Department free of charge and shall explain procedures for accessing these services.
- d. ***Each work unit may translate non-vital documents into languages other than English, except to the extent prohibited by the Arizona Constitution, Article 28, English as the Official Language.***

8. **Training:** Training shall include a consistent message explaining why it is important for the Department to ensure that LEP customers are served in a manner consistent with the Department policy. Persons with specific knowledge of Title VI of the Civil Rights Act and the requirements contained therein shall develop this training. Training shall include, but not be limited to:

- a. ***General training*** for all staff on the importance of providing services for individuals with LEP;
- b. ***Work unit-specific training*** to ensure that work unit staff that deal with or are likely to have contact with Department customers are trained on the LEP policies and procedures. This includes, but is not limited to, specific training for staff who have LEP customer contact to work effectively with in-person and telephone interpreters;
- c. ***Technical assistance training*** for LEP contact staff;
- d. ***Management level training*** for supervisors and administrative staff assisting staff with direct customer contact.

9. **Providing notice to LEP Customers of the availability of language assistance services and outreach:** Work unit procedures shall identify how to inform LEP customers of the availability of free language assistance services. The work unit shall make the notification at the first point of contact. Notification includes signs in intake areas or other customer entry points, outreach documents such as brochures or booklets, LEP posters and pamphlets, and telephone menus in significantly used languages:
  - a. The work unit shall provide the notification of free language assistance in the language of the LEP customer. LEP persons should also be advised that they may use an interpreter of their own choosing at their own expense;
  - b. Consistent with its commitment to partnership and outreach, the Department engages in comprehensive outreach to ensure awareness by LEP persons of its programs and activities. Outreach includes the use of ethnic media such as radio, television, newspapers, magazines, Web sites, faith-based organizations, community-based organizations at local levels that provide social services, healthcare, and classes. Work unit procedures shall acknowledge its commitment to support Department outreach efforts in relation to the programs it administers and the services it provides;
  - c. Work unit procedures shall include provisions to ensure that Web pages accessible to members of the general public include information on the availability of language assistance;
  - d. The Department shall maintain copies of written documents such as flyers or pamphlets intended to be used to notify persons of language assistance. Pamphlets shall be maintained in locations in which direct service to Department customers is provided and shall be readily available to customers without the need of Department staff intervention.
10. **Monitor access to language assistance:**
  - a. *Each work unit shall institute procedures to monitor the accessibility and quality of language assistance activities for LEP customers.* Work unit procedures shall include specific time frames and methods to reassess language assistance activities to ensure that the services provided by the work unit address the actual needs of the LEP customers based on actual experiences of the work unit. Work unit procedures shall ensure that such monitoring is completed no less than every 12 months. Work unit procedures should include a process for obtaining community and customer feedback in this activity through surveys, questionnaires, or other means. Data collection and record keeping are key to an effective monitoring and compliance system. In order to determine the validity of any language assistance complaints, it may be necessary to analyze and review data that reflect how the work unit provides services to LEP customers. Data collection also allows the work unit to obtain an overview of how their services are provided. The work unit procedure shall include data collection and record keeping requirements to ensure that these assessments are fact-based and reflect actual current activity. The work unit shall assess the effectiveness of its LEP policies based on:
    - i. Current LEP populations in service areas or population or specific populations encountered;
    - ii. Frequency of encounters with LEP customers;
    - iii. Nature and importance of activities to LEP customers;
    - iv. Availability of resources, including technological advances, additional resources, and the costs imposed;

- v. Whether existing assistance is meeting the needs of the LEP customers;
- vi. Whether staff know and understand the LEP procedures; and
- vii. Whether identified sources for assistance are still available and viable.

Work units shall utilize the Departmental monitoring survey instrument. This tool identifies all mandatory points of review for each work unit. Work units shall forward this information and the completed survey to the DOEO and the Department's Office of Policy no less than annually for review. The DOEO will report the results to the Director.

- b. *Each work unit shall develop and maintain a data collection system that ensures the availability of data that includes the race and ethnicity of, customers served in its programs, the frequency of contact, and the primary language of those persons.* Work unit procedures shall require the collection of data on which the work unit has based language needs assessment; the number of LEP customers, by language group, who received language services; names and classifications of staff receiving training and dates of training. Work unit procedures shall include activities that are designed to ensure that the work unit:
  - i. Has up-to-date information on language needs in the communities it serves;
  - ii. Has an adequate number of oral translators to ensure timely compliance with LEP needs;
  - iii. Translates vital written documents into the languages needed by the communities being served;
  - iv. Has adequate supplies of translated materials;
  - v. Trains those staff required to be trained in LEP activities; and
  - vi. Keeps notification material up-to-date.

Work unit procedures shall also reflect those activities that it must perform in order to comply with overall Department monitoring practices.

- 11. **Provision of Technical Assistance:** *Each work unit shall identify an LEP contact for work unit staff. Work unit procedures shall include a process to ensure that LEP-related questions that arise are addressed in a timely and efficient manner.* The LEP contact shall be available to coordinate efforts towards compliance with the Department's LEP Policy and the work unit's LEP Procedures. Work unit procedures shall, at a minimum, include a process for direct service staff to elevate LEP questions to their LEP contact. The work unit procedure shall also include timeframes for the LEP contact to respond or to elevate the question to the Director's Office of Equal Opportunity (DOEO). The DOEO shall provide technical assistance to the LEP contact or solicit additional assistance from the Director's Office or the Office of the Attorney General.

## 12. **Issue Resolution**

- a. **Work unit Level Process:** Work units shall create a procedure outlining an LEP issue-resolution process that shall be used to resolve a concern or dispute arising from any action or inaction taken by Department staff in administering programs or providing services. The work unit process shall be the Level I Resolution Process.

- i. The Level I procedure shall require that Department customers are advised in writing of the appropriate procedure to raise an LEP-related concern. This notification also advises the customer of their right to file a complaint at any point in time with the federal agency responsible for the program for which they are applying;
- ii. Work units shall ensure that any forms needed to request review of LEP-related decisions are available at any location in which work unit customers may receive services;
- iii. The work unit shall conduct the Level I procedure in a language that is understandable by the person raising the concern. The work unit shall make appropriate use of interpreter services, contracted provider services, or other resources needed to facilitate the dispute resolution process.
- iv. The Level I process shall include the following:

The manager in charge at the site where an LEP related concern is filed or his or her designee will review the complaint with the assistance of the work unit LEP contact. Staff shall reduce oral complaints to writing and shall place them in the appropriate case record. At any point in the process, the manager is empowered to resolve the complaint using methods and practices outlined in the Department LEP Policy and the work unit LEP Procedures. It is the intention of the Department and the work unit that most LEP issues will be resolved at this level. The Level I resolution process shall be completed no later than three days following the day of receipt of the complaint unless the LEP customer requests a delay in the process. The manager shall ensure that all reasonable measures are pursued to immediately verbally notify the LEP customer of the outcome of the issue resolution. The Department shall provide a written confirmation of the decision within five business days.

- b. **Department Level Process:** The Department process is initiated whenever a LEP customer expresses in writing to the Department that the work unit attempt to resolve the issue at the Level I process has not met their need. This LEP issue escalation process ensures the rights of LEP customers to have concerns resolved in their preferred language. Inherent in this process is the availability of the Department Office of Equal Opportunity to assist either the Department or the LEP customer in resolving a concern. This process conforms to other issue resolution/grievance processes in regard to required timeframes, based upon the program(s) from which the LEP customer is seeking service.

- i. **Level II:** If no resolution can be reached at Level I, the notification to the LEP customer shall include the right to pursue the grievance, the timeframes, and the process request verbally or in writing an Executive Leader (EL) review and decision. The EL may request assistance from the Director's Office of Equal Opportunity (DOEO) with the cooperation of the work unit LEP contact. Level II action shall occur within five working days of receipt of the request for review of the Level I decision from the LEP customer. The Executive Leader shall ensure that the LEP customer receives written notice of the outcome of the Level II review and advise the LEP customer of the method and time frame to obtain a Level III review.
- ii. **Level III:** In the rare instances where no resolution can be accomplished at the Level II review, the LEP customer may request a final decision from DOEO. If the LEP customer is not satisfied with the DOEO-proposed resolution, the DOEO will again inform the LEP customer of their rights to file with the appropriate federal agency. This process will be completed within five working days of receipt of the request for review of the Level II decision from the LEP customer.

Arizona Department Of Economic Security  
Rehabilitation Services AdministrationExtended Supported Employment  
**CLIENT SERVICE PLAN**

Contractor's Name:	Contract Number:
Client's Name:	Last 4 digits of SSN:
State overall purpose of the service: _____ _____	
Client's present or baseline level of skills; current concerns or service needs: _____ _____	
Client's accommodation needs necessary for successful completion of the agreed upon objectives: _____ _____	
Other areas relevant to the service provision and client's accomplishment of the service objectives: _____ _____	
Client's progress will be measured as follows: _____ _____ _____	

Arizona Department Of Economic Security  
Rehabilitation Services Administration

Extended Supported Employment  
**CLIENT SERVICE PLAN**

Contractor's Name:		Contract Number:
Client's Name:		Last 4 digits of SSN:
<i>Each objective must be expressed in measurable term and statements as expected service outcome.</i>		
Client Service Objective(s)	Expected Service Outcome(s)	Anticipated completion date

Client's attendance requirements necessary for successful completion of the stated objectives:  
 Number of days per week:                      Number of hours per day:

Client's /Guardian's Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Contractor (or designee) Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Arizona Department of Economic Security  
Rehabilitation Services Administration  
Extended Supported Employment

**MONTHLY PROGRESS REPORTS**

Reporting Period: From		Through		(month, day and year)
Client's name:			Last 4 Digits of SSN:	
Contractor's Name:			Contract Number:	
Referring RSA Staff:			RSA Authorization Number:	
<b>CLIENT'S EMPLOYMENT INFORMATION</b>				
Employer's Name:				
Employer's Address and Phone:				
Hourly Wage for this position	Client's Wage Per Hour	Work hours per week	Job Title:	
<b>CLIENT'S PROGRESS UPDATE</b>				
Problems/Issues that client is encountering (describe)				
Concerns ( e.g. report client absences)				
Recommendations, additional support provided (discuss)				

## Exhibit B

Arizona Department of Economic Security  
Rehabilitation Services Administration  
Extended Supported Employment

## MONTHLY PROGRESS REPORTS

[illegible]

Arizona Department of Economic Security  
Rehabilitation Services Administration  
Extended Supported Employment

**MONTHLY PROGRESS REPORTS**

Reporting Period: From _____ Through _____, (month, day and year)																
Client's name:												Last 4 Digits of SSN:				
Contractor's Name:												Contract Number:				
Referring RSA Staff:												RSA Authorization Number:				
<p>CLIENT'S ATTENDANCE LOG FOR _____ (enter month), _____ (enter year)</p> <p>Complete this table for each client:</p> <p>1. Days and Hours client worked</p> <p>2. Days and Hours the Contractor provided Job Coaching (JC)</p>																
Date	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16
Work Hours																
JC Hours																
Date	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	
Work Hours																
JC Hours																

Client's /Guardian's Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Contractor (or designee) Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Arizona Department of Economic Security  
Rehabilitation Services Administration  
Extended Supported Employment Services

**CLIENT SATISFACTION SURVEY**

Thank you for taking the time to complete this Survey developed by the Arizona Rehabilitation Services Administration (AZ RSA). AZ RSA is committed to providing quality services and values your opinion regarding the program you are attending.

CONTRACTOR'S NAME who provided extended supported employment services:

YOUR NAME IS \_\_\_\_\_

Employer's Name: \_\_\_\_\_

Employment Start Date: \_\_\_\_\_

Hourly Wage: \_\_\_\_\_ \$/HOUR

Briefly describe the services you received from this Contractor that helped you maintain and/or improve your employment

HOW WOULD YOU RATE THE QUALITY OF SERVICES YOU RECEIVED FROM THIS CONTRACTOR?

☐ Excellent ☐ Good ☐ Poor

Comment: \_\_\_\_\_

THE CONTRACTOR'S STAFF DELIVERED SERVICE IN A TIMELY MANNER

☐ Strongly Agree ☐ Agree ☐ Neutral ☐ Disagree ☐ Strongly Disagree

COMPARED WITH MY FUNCTIONING BEFORE SERVICES,

- ☐ I am now less dependent upon others in performing my work activities  
☐ There has been no change in my ability to perform my work activities.  
☐ I am now more dependent upon others in performing my work activities

Comment: \_\_\_\_\_

OVERALL, I AM SATISFIED WITH THE QUALITY OF SERVICES PROVIDED BY THIS CONTRACTOR

☐ Strongly Agree ☐ Agree ☐ Neutral ☐ Disagree ☐ Strongly Disagree

OVERALL RATING OF THE CONTRACTOR'S SERVICE PROVISION IS:

☐ Excellent ☐ Good ☐ Poor

WRITE ANY SUGGESTIONS YOU MAY HAVE TO IMPROVE SERVICES THAT YOU RECEIVED

## CODE OF CONDUCT

The Contractor shall adhere to the following Code of Conduct:

1. The Contractor, its personnel, subcontractors and any other individuals on the Contractor's premises shall:
  - a. Represent himself/herself accurately to RSA clients and shall not mislead the clients regarding the Contractor's relationship with ADES/RSA, or mislead the clients regarding the Contractor's skills, capabilities or credentials.
  - b. Collaborate with RSA staff and other service providers (if applicable) in the best interest of the clients and, to the extent possible, avoid disagreements that might have adverse effects on the clients. When collaborating with other community agencies that serve the same client(s), abide by the decisions that were agreed upon by all of the involved parties and assist in implementing such decisions which are consistent with applicable laws, regulations, rules and policies.
  - c. Ensure at all times that client information is used only for the purpose of fulfilling contractual responsibility and is not released to any other individual, agency, or organization. Confidential information and reports obtained, purchased, and paid for under this contract shall never be shared without the expressed permission from the RSA client and the RSA staff assigned to the client's case.
  - d. Develop and maintain confidentiality policy statement and establish procedures that restrict access to confidential client records and information. This provision shall not be construed to limit the right of RSA staff or other authorized representative(s) to access client case records and information pertinent to the provision of the contracted service.
  - e. Ensure that RSA clients are safeguarded and supervised by the Contractors' personnel assigned to provide the contracted service at all times when on the Contractor's premises.
  - f. Always act in a professional manner, honor commitments, treat RSA clients with respect, dignity, and courtesy, and project a positive attitude.
  - g. NEVER:
    - i. Engage in any form of intimate and sexual activity with an RSA client.
    - ii. Enter into any business partnership with an RSA client.
    - iii. Employ authority or influence with RSA clients for the benefit of third parties, including the client's family or friends.
    - iv. Exploit the client's trust in the Contractor or its personnel for any purpose.
    - v. Accept any commission, rebates, or any other form of remuneration when serving RSA clients, except payment for service provided from RSA.

### CLIENT TRANSPORTATION REQUIREMENTS

- 1.1 The Contractor may provide transportation for the client, dependent(s) and/or care-givers for the purpose of the client's participation in service provision;
- 1.2 Transposition cost is the responsibility of the Contractor.
- 1.3 If the Contractor and/or its personnel provides its own vehicular transportation of clients, their dependents and/or care-givers, or uses a private provider or volunteer-driven vehicles to transport clients, their dependents and/or care-givers, in addition to the requirements specified in A.C.C. R9-20-212 and 213, and all applicable Federal, State and local laws, rules and regulations, the following shall apply:
  - 1. No client, dependent and/or care-giver shall be transported in portions of the vehicles not constructed for the purpose of transporting people, such as truck beds, campers, or any trailer attachment to a motor vehicle;
  - 2. Assist the client, dependent(s) and/or care-giver(s) to enter and exit the vehicle as is necessary;
  - 3. Ensure that all individuals are properly seated and seat belts are securely fastened by means of age- and weight-appropriate restraints when the vehicle is in operation;
  - 4. Child safety restraint seats shall be used in accordance with ARS § 28-907.
  - 5. Ensure that client, dependent(s) and/or care-giver(s) do not stand or sit on the floor while the vehicle is in motion; Vehicle doors shall remain locked at all times when the vehicle is in motion;
  - 6. Provide a safe vehicle loading and unloading area, away from moving traffic and hazardous obstructions;
  - 7. Provide adapted vehicles for clients and/or care-givers with special mobility;
  - 8. Escort all persons, under the age of 18 and without an adult in accompaniment, to their final destination and not leave them unattended.
  - 9. Report any traffic accident involving any client, dependent and/or care-giver being transported by the Contractor, its transport contractor or contractor personnel, volunteers, or interns utilizing personal vehicles; The accident shall be verbally reported the same day of the occurrence to the referring ADES staff. A legible, written report of the accident shall be submitted within three (3) business days.
- 1.4 All vehicles used for this service shall:
  - 1. Have valid registration and license plates.
  - 2. Have at least the minimum level of insurance required by the State of Arizona.
  - 3. Be constructed for the safe transportation of persons. All seats shall be securely fastened to the body of the vehicle.
- 1.5 Vehicles used to transport clients in wheelchairs shall be equipped with floor-mounted seat belts and wheelchair lock-downs for each wheelchair that it transports.
- 1.6 Ensure the following:
  - 1. Individuals providing transportation shall be a minimum of eighteen (18) years of age and possess a valid Operator's License or Chauffeur's License.
  - 2. Verification of the driving record for any individual who will be providing transportation services to assure no revocation or suspension of his or her license within the last three (3) to five (5) years.
  - 3. Provide an Identification Card to all persons providing transportation, whether paid or volunteer;
- 1.7 Contractor may utilize public transportation services for transporting the client alone, depending upon the age and developmental ability of the client to utilize this service on his/her own.
  - 1. Payment for the public transportation service is the responsibility of the Contractor. The referring ADES staff must be in agreement with the use of public transportation prior to this occurring.

Arizona Department of Economic Security  
Rehabilitation Services Administration  
Extended Supported Employment  
**QUARTERLY REPORT**

[illegible]

**\*\* Required field =enter past dates for clients transferred from previous contract (s)**

[illegible]

## Exhibit G

**CONTRACTOR INVOICE FORM**

Date:

Month covered in this billing: From , Through ,

Contractor's name:	
Contractor's Phone Number:	Contractor's Fax Number:
Contract Number:	
Contractor's FEI or SSN Number:	
RSA client's name:	

RSA Authorization Number:

Service	Service Unit	Number of Service Units	Contract Rate \$	Total Billing Amount \$
TOTAL BILLING AMOUNT FOR THIS CLIENT				

Attach all required reports

*"This invoice is a true and accurate account of the services listed on this statement for the time period specified; this invoice constitutes the full and complete charge for the services described above; that no further invoices for payment of these services will be made; these services have been provided without discrimination based on age, race, color, creed, gender, religion or national origin and that this statement is subject to federal and state audit review." The invoice shall be signed and dated by the person authorized to submit invoices for the Contractor.*

Name, title, phone number and address of the Contractor has designated person who prepared this form:

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Phone Number: \_\_\_\_\_

Signature: \_\_\_\_\_

Attachment 1

Arizona Department of Economic Security  
Rehabilitation Services Administration

Extended Supported Employment

**PRICE SHEET**

CONTRACT APPLICANT'S NAME: Gila County dba, Gila Employment and Special Training

PAYMENT UNIT	PAYMENT RATE
One Individual Hour	\$ 45.00
One Group Day	\$ 35.00

  
\_\_\_\_\_  
David B. Caddell, Program Manager 9/1/11



*GILA COUNTY ATTORNEY*  
*Bradley D. Beauchamp*

Re: County Attorney's Office approval of IGA pursuant to A.R.S. § 11-952(D).

To whom it may concern:

The County Attorney's Office has reviewed the Intergovernmental Agreement attached to this agenda item and has determined that it is in its "proper form" and "is within the powers and authority granted under the laws of this state to such public agency or public procurement unit" pursuant to A.R.S. § 11-952(D).

**Explanation of the Gila County Attorney's Office Intergovernmental Agreement (IGA) Review**

A.R.S. § 11-952(D) requires that

every agreement or contract involving any public agency or public procurement unit of this state . . . before its execution, shall be submitted to the attorney for each such public agency or public procurement unit, who shall determine whether the agreement is in proper form and is within the powers and authority granted under the laws of this state to such public agency or public procurement unit.

In performing this review, the County Attorney's Office reviews IGAs to see that they are in "proper form" prior to their execution. "Proper form" means that the contract conforms to fundamental contract law, conforms to specific legislative requirements, and is within the powers and authority granted to the public agency. It does not mean that the County Attorney's Office approves of or supports the policy objectives contained in the IGA. That approval is solely the province of the public agency through its elected body.

Likewise, this approval is not a certification that the IGA has been properly executed. Proper execution can only be determined after all the entities entering into the IGA have taken legal action to approve the IGA. There is no statutory requirement for the County Attorney's Office to certify that IGAs are properly executed.

Nonetheless, it is imperative for each public agency to ensure that each IGA is properly executed because A.R.S. § 11-952(F) requires that "[a]ppropriate action ... applicable to the governing bodies of the participating agencies approving or extending the duration of the ... contract shall be necessary before any such agreement, contract or extension may be filed or become effective." This can be done by ensuring that the governing body gives the public proper notice of the meeting wherein action will be taken to approve the IGA, that the item is adequately described in the agenda accompanying the notice, and that the governing body takes such action. Any questions regarding whether the IGA has been properly executed may be directed to the County Attorney's Office.

Proper execution of IGAs is important because A.R.S. § 11-952(H) provides that "[p]ayment for services under this section shall not be made unless pursuant to a fully approved written contract." Additionally, A.R.S. § 11-952(I) provides that "[a] person who authorizes payment of any monies in violation of this section is liable for the monies paid plus twenty per cent of such amount and legal interest from the date of payment."

The public agency or department submitting the IGA for review has the responsibility to read and understand the IGA in order to completely understand its obligations under the IGA if it is ultimately approved by the public entity's board. This is because while the County Attorney's Office can approve the IGA as to form, the office may not have any idea whether the public agency has the capacity to actually comply with its contractual obligations. Also, the County Attorney's Office does not monitor IGA compliance. Hence the public entity or submitting department will need to be prepared to monitor their own compliance. A thorough knowledge of the provisions of the IGA will be necessary to monitor compliance.

Before determining whether an IGA contract "is in proper form," the County Attorney's Office will answer any questions or concerns the public agency has about the contract. It is the responsibility of the public agency or department submitting the IGA for review to ask any specific questions or address any concerns it has about the IGA to the County Attorney's Office at the same time they submit the IGA for review. Making such an inquiry also helps improve the County Attorney's Office review of the IGA because it will help focus the review on specific issues that are of greatest concern to the public agency. Failing to make such an inquiry when the agency does have issues or concerns will decrease the ability of the County Attorney's Office to meaningfully review the IGA.

**ARF-2054**

**Consent Agenda Item 4. C.**

**Regular BOS Meeting**

**Meeting Date:** 09/03/2013

**Submitted For:** Malissa Buzan, Community Services Division Director  
**Submitted By:** Cecilia Bejarano, Executive Administrative Assistant, Community Services Division

**Department:** Community Services Division **Division:** GEST Department

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Information

Request/Subject

Unilateral Amendment No. 3 and Amendment No. 4 to Contract No. DE111093-001 with Arizona Department of Economic Security.

Background Information

Gila Employment and Special Training (GEST) coordinates with the county, state, and federal governments in a joint effort to better serve the citizens of Gila County. The Demonstration Project began in 1975 and was founded on the principle of "acceptance". Establishing community acceptance of the individuals with disabilities is and always will be our priority. In 1996, the program name was changed to Gila Employment and Special Training, but our goal remains the same as we provide daily living skills and employment supports to all GEST clients.

Original Contract No. DE111093-001 was approved by the Board of Supervisors on September 7, 2010. Amendment No. 1 was approved by the Board of Supervisors on August 15, 2011. Amendment No. 2 was approved by the Board of Supervisors on November 15, 2011.

Evaluation

Unilateral Amendment No. 3 to Contract No. DE111093-001 will replace Section 20.0 in regards to Background Checks for Employment Through The Central Registry due to changes in the law and does not require a signature by the Chairman of the Board.

Amendment No. 4 will add Section 39.0 which pertains to Confidentiality.

Conclusion

By the Board of Supervisors approving these amendments, the Gila County GEST program will be in compliance with said contract.

Recommendation

The Community Services Division Director recommends that the Board of Supervisors approve Unilateral Amendment No. 3 and Amendment No. 4 to Contract No. DE111093-001.

Suggested Motion

Approval of Unilateral Amendment No. 3 and Amendment No. 4 to Contract No. DE111093-001 between the Arizona Department of Economic Security (DES) and the Gila County Division of Community Services, Gila Employment and Special Training Program, whereby Amendment No. 3 replaces Section 20.0-DES Special Terms and Conditions with Section 20.0-Background Checks for Employment through the Central Registry, and Amendment No. 4 amends Section 39.0-Confidentiality. Both amendments become effective on the date of last signature through September 30, 2015.

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Attachments

Amendment No. 4 Contract No. DE111093-001

Amendment No. 3 Contract DE111093-001 DES

Amendment No. 2 DE111093-001 DES

Amendment No. 1 DE111093-001

Original Contract DE111093-001 DES

Legal Explanation



DEPARTMENT OF ECONOMIC SECURITY

*Your Partner For A Stronger Arizona*

INTERGOVERNMENTAL AGREEMENT

CONTRACT AMENDMENT

1. CONTRACTOR (Name and address)  GILA COUNTY dba Gila Employment and Special Training 5515 S Apache St, Ste 200 Globe, AZ 85501	2. CONTRACT ID NUMBER  DE111093-001
	3. AMENDMENT NUMBER  4

4. THE PARTIES AGREE TO THE FOLLOWING AMENDMENT:

Pursuant to Section 4, AMENDMENTS OR MODIFICATIONS, the following Section 39.0 Confidentiality, is added to the agreement:

39.0 **Confidentiality.**

39.1 The Contractor shall observe and abide by all applicable State and Federal statutes, rules and regulations regarding the use or disclosure of information including, but not limited to, information concerning applicants for and recipients of contract services. To the extent permitted by law, the Contractor shall release information to the Department and to the Attorney General's Office as required by the terms of this contract, by law or upon their request.

39.2 The Contractor shall comply with the requirements of the Arizona Address Confidentiality Program, A.R.S. §41-161 et. seq. The Arizona Department of Economic Security will advise the Contractor as to applicable policies and procedures the Arizona Department of Economic Security has adopted for such compliance.

5. EXCEPT AS PROVIDED HEREIN, ALL TERMS AND CONDITIONS OF THE ORIGINAL CONTRACT AS HERETOFORE CHANGED AND/OR AMENDED REMAIN UNCHANGED AND IN FULL FORCE AND EFFECT. THE AMENDMENT SHALL BECOME EFFECTIVE ON THE DATE OF LAST SIGNATURE UNLESS OTHERWISE SPECIFIED HEREIN. BY SIGNING THIS FORM ON BEHALF OF THE CONTRACTOR, THE SIGNATORY CERTIFIES HE/SHE HAS THE AUTHORITY TO BIND THE CONTRACTOR TO THIS CONTRACT.

6. <b>ARIZONA DEPARTMENT OF ECONOMIC SECURITY</b>	7. <b>NAME OF CONTRACTOR</b> <b>GILA COUNTY</b>
SIGNATURE OF AUTHORIZED INDIVIDUAL	SIGNATURE OF AUTHORIZED INDIVIDUAL
TYPED NAME <b>Francine Whittington</b>	TYPED NAME <b>Michael A. Pastor</b>
TITLE <b>Manager, Contract Administration Unit</b>	TITLE <b>Chairman, Gila County Board of Supervisors</b>
DATE	DATE

IN ACCORDANCE WITH ARS §11-952 THIS CONTRACT AMENDMENT HAS BEEN REVIEWED BY THE UNDERSIGNED WHO HAVE DETERMINED THAT THIS CONTRACT AMENDMENT IS IN APPROPRIATE FORM AND WITHIN THE POWERS AND AUTHORITY GRANTED TO EACH RESPECTIVE PUBLIC BODY.

ARIZONA ATTORNEY GENERAL'S OFFICE

COUNSEL FOR GILA COUNTY

By: \_\_\_\_\_  
Assistant Attorney General

By: \_\_\_\_\_  
Bryan B. Chambers  
Deputy Attorney Principal

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Revised: 5/28/09



DEPARTMENT OF ECONOMIC SECURITY

Your Partner For A Stronger Arizona

UNILATERAL CONTRACT AMENDMENT

1. CONTRACTOR (Name and address)	2. CONTRACT ID NUMBER DE111093-001
GILA COUNTY dba Gila Employment and Special Training 5515 S Apache St, Ste 200 Globe, AZ 85501	3. AMENDMENT NUMBER 3

4. THE PARTIES AGREE TO THE FOLLOWING AMENDMENT

Due to a change in the law, Section 20.0 of the DES Special Terms and Conditions is hereby replaced with the attached Section 20.0, BACKGROUND CHECKS FOR EMPLOYMENT THROUGH THE CENTRAL REGISTRY, effective immediately.

5. In accordance with A.R.S. § 35-393.06, the Contractor certifies that the Contractor does not have scrutinized business operations in Iran.

In accordance with A.R.S. § 35-391.06, the Contractor certifies that the Contractor does not have scrutinized business operations in Sudan.

6. EXCEPT AS PROVIDED HEREIN, ALL TERMS AND CONDITIONS OF THE ORIGINAL CONTRACT AS HERETOFORE CHANGED AND/OR AMENDED REMAIN UNCHANGED AND IN FULL FORCE AND EFFECT. THE AMENDMENT SHALL BECOME EFFECTIVE ON THE DATE OF LAST SIGNATURE UNLESS OTHERWISE SPECIFIED HEREIN.

7.  
ARIZONA DEPARTMENT OF ECONOMIC SECURITY  
SIGNATURE OF AUTHORIZED INDIVIDUAL

TYPED NAME

Elizabeth G. Csaki, CPPB

*Venus Crompton*

TITLE

Manager, Contract Administration Unit

DATE

- 20.0 Background Checks for Employment through the Central Registry.** If providing direct services to children or vulnerable adults, the following shall apply:
- 20.1 The provisions of A.R.S. § 8-804 (as may be amended) are hereby incorporated in its entirety as provisions of this Contract.
- 20.2 The Department will conduct Central Registry Background Checks and will use the information contained in the Central Registry as a factor to determine qualifications for positions that provide direct service to children or vulnerable adults for:
1. Any person who applies for a contract with this State and that person's employees;
  2. All employees of a contractor;
  3. A subcontractor of a contractor and the subcontractor's employees; and
  4. Prospective employees of the contractor or subcontractor at the request of the prospective employer.
- 20.3 Volunteers who provide direct services to children or vulnerable adults shall have a Central Registry Background Check which is to be used as a factor to determine qualifications for volunteer positions.
- 20.4
1. A person who is disqualified because of a Central Registry Background Check may apply to the Board of Fingerprinting for a Central Registry exception pursuant to A.R.S. § 41-619.57. A person who is granted a Central Registry exception pursuant to A.R.S. § 41-619.57 is not entitled to a contract, employment, licensure, certification or other benefit because the person has been granted a Central Registry exception.
  2. Before being employed or volunteering in a position that provides direct services to children or vulnerable adults, persons shall certify on forms that are provided by the Department whether an allegation of abuse or neglect was made against them and was substantiated. The completed forms are to be maintained as confidential.
- 20.5 A person awaiting receipt of the Central Registry Background Check may provide direct services to ADES clients after completion and submittal of the Direct Service Position certification if:
1. The person is not currently the subject of an investigation of child abuse or neglect in Arizona or another state or jurisdiction; and
  2. The person has not been the subject of an investigation of child abuse or neglect in Arizona, or another state or jurisdiction, which resulted in a substantiated finding.
- The Certification for Direct Service Position is located at:  
<https://www.azdes.gov/InternetFiles/InternetProgrammaticForms/doc/ACY-1287AFORFF.doc>
- 20.6 If the Central Registry Background Check specifies any disqualifying act and the person does not have a Central Registry exception, the person shall be prohibited from providing direct services to ADES clients.
- 20.7 The Contractor shall maintain the Central Registry Background Check results and any related forms or documents in a confidential file for five (5) years after termination of the Contract. The Request for Search of Central Registry for Background Check is located at:  
<https://www.azdes.gov/InternetFiles/InternetProgrammaticForms/doc/ACY-1288AFORFF.doc>



DEPARTMENT OF ECONOMIC SECURITY

Your Partner For A Stronger Arizona

INTERGOVERNMENTAL AGREEMENT  
CONTRACT AMENDMENT

1. CONTRACTOR (Name and address)  GILA COUNTY dba Gila Employment and Special Training 5515 S Apache St, Ste 200 Globe, AZ 85501	2. CONTRACT ID NUMBER  DE111093-001
	3. AMENDMENT NUMBER  2

4. THE PARTIES AGREE TO THE FOLLOWING AMENDMENT:

Pursuant to Section 4, AMENDMENTS OR MODIFICATIONS, replace the existing Facility Location and Staffing Chart with the revised Facility Location and Staffing Chart dated September 20, 2011 to reflect the corrected address in Payson.

5. In accordance with A.R.S. § 35-393.06, the Contractor certifies that the Contractor does not have scrutinized business operations in Iran. In accordance with A.R.S. § 35-391.06, the Contractor certifies that the Contractor does not have scrutinized business operations in Sudan.	
6. EXCEPT AS PROVIDED HEREIN, ALL TERMS AND CONDITIONS OF THE ORIGINAL CONTRACT AS HERETOFORE CHANGED AND/OR AMENDED REMAIN UNCHANGED AND IN FULL FORCE AND EFFECT. THE AMENDMENT SHALL BECOME EFFECTIVE ON THE DATE OF LAST SIGNATURE UNLESS OTHERWISE SPECIFIED HEREIN. BY SIGNING THIS FORM ON BEHALF OF THE CONTRACTOR, THE SIGNATORY CERTIFIES HE/SHE HAS THE AUTHORITY TO BIND THE CONTRACTOR TO THIS CONTRACT.	
7. ARIZONA DEPARTMENT OF ECONOMIC SECURITY	8. NAME OF CONTRACTOR GILA COUNTY dba Gila Employment and Special Training
SIGNATURE OF AUTHORIZED INDIVIDUAL 	SIGNATURE OF AUTHORIZED INDIVIDUAL 
TYPED NAME Elizabeth G. Csaki, CPPB	TYPED NAME Tommie C. Martin
TITLE Contract Administration Manager	TITLE Chairman, Gila County Board of Supervisors
DATE 12/13/2011	DATE 11/15/11

IN ACCORDANCE WITH ARS §11-952 THIS CONTRACT AMENDMENT HAS BEEN REVIEWED BY THE UNDERSIGNED WHO HAVE DETERMINED THAT THIS CONTRACT AMENDMENT IS IN APPROPRIATE FORM AND WITHIN THE POWERS AND AUTHORITY GRANTED TO EACH RESPECTIVE PUBLIC BODY.

ARIZONA ATTORNEY GENERAL'S OFFICE

COUNSEL FOR GILA COUNTY dba Gila  
Employment and Special Training

By:   
Assistant Attorney General

By:   
Public Agency Legal Counsel

Date: 12/8/11

Date: 11 15 11

COAS2

Revised: 4/1/09

## Attachment 6

Arizona Department of Economic Security  
Rehabilitation Services Administration  
**FACILITY LOCATION AND STAFFING CHART - GILA COUNTY**  
Revised 09/20/2011

Legal Business Name	Gila County
Doing Business As	Gila Employment and Special Training

*If you provide services in one or more service locations, please complete a Facility Location and Staffing Chart for each location*

Service Location Address (City State Zip Code County ) 5515 South Apache Ave. Suite 200 Globe, Arizona 85501 Gila		
Telephone Number 928-402-8664	Fax Number 928-425-9468	Email address dcaddell@co.gila.az.us
Contact Person's Name David B. Caddell		
Days And Hours Of Operation Monday to Friday 8 AM to 5 PM, except holidays and the Friday after Thanksgiving.		

List the Staff and/or Subcontractors that will provide this service at this location:

First and Last name	Employee Subcontractor
David B. Caddell	S <input type="checkbox"/> E <input checked="" type="checkbox"/>
Catherine Levario	S <input type="checkbox"/> E <input checked="" type="checkbox"/>
Phillis Weaver	S <input type="checkbox"/> E <input checked="" type="checkbox"/>
Patricia Rocha	S <input type="checkbox"/> E <input checked="" type="checkbox"/>
	S <input type="checkbox"/> E <input type="checkbox"/>
	S <input type="checkbox"/> E <input type="checkbox"/>
	S <input type="checkbox"/> E <input type="checkbox"/>
	S <input type="checkbox"/> E <input type="checkbox"/>

The facility(s) listed above will not be open on those holidays marked below (check box for applicable holidays):

- |   |   |   |
|---|---|---|
| <input checked="" type="checkbox"/> New Year's Day  | <input checked="" type="checkbox"/> Martin Luther King Jr.'s Birthday | <input type="checkbox"/> Lincoln's Birthday   |
| <input checked="" type="checkbox"/> President's Day | <input type="checkbox"/> Washington's Birthday                        | <input type="checkbox"/> Good Friday          |
| <input checked="" type="checkbox"/> Memorial Day    | <input checked="" type="checkbox"/> Independence Day                  | <input checked="" type="checkbox"/> Labor Day |
| <input type="checkbox"/> Rosh Hashanah              | <input type="checkbox"/> Yom Kippur                                   | <input type="checkbox"/> Columbus Day         |
| <input checked="" type="checkbox"/> Veterans' Day   | <input checked="" type="checkbox"/> Thanksgiving Day                  | <input type="checkbox"/> Christmas Day        |
| <input type="checkbox"/> Other: _____               | <input type="checkbox"/> _____  | <input type="checkbox"/> _____                |

Does this Facility Location meet minimum accessibility requirements as required by the American with Disability Act of 1990 (ADA) and the Architectural Barriers Act of 1968 (ABA). Yes ☐ No ☐

## Attachment 6

Arizona Department of Economic Security  
Rehabilitation Services Administration  
**FACILITY LOCATION AND STAFFING CHART - GILA COUNTY**  
Revised 09/20/2011

Legal Business Name	Gila County
Doing Business As	Gila Employment and Special Training

*If you provide services in one or more service locations, please complete a Facility Location and Staffing Chart for each location*

Service Location Address (City State Zip Code County ) 107 West Frontier Street Suite C, Payson, Arizona 85541 Gila		
Telephone Number 928-402-8664	Fax Number 928-425-9468	Email address dcaddell@co.gila.az.us
Contact Person's Name David B. Caddell		
Days And Hours Of Operation Monday to Friday 8 AM to 5 PM, except holidays and the Friday after Thanksgiving.		

List the Staff and/or Subcontractors that will provide this service at this location:

First and Last name	Employee Subcontractor
Leona Bowman	S <input type="checkbox"/> E <input checked="" type="checkbox"/>
	S <input type="checkbox"/> E <input type="checkbox"/>
	S <input type="checkbox"/> E <input type="checkbox"/>
	S <input type="checkbox"/> E <input type="checkbox"/>
	S <input type="checkbox"/> E <input type="checkbox"/>
	S <input type="checkbox"/> E <input type="checkbox"/>
	S <input type="checkbox"/> E <input type="checkbox"/>
	S <input type="checkbox"/> E <input type="checkbox"/>

The facility(s) listed above will not be open on those holidays marked below (check box for applicable holidays):

<input checked="" type="checkbox"/> New Year's Day <input checked="" type="checkbox"/> President's Day <input checked="" type="checkbox"/> Memorial Day <input type="checkbox"/> Rosh Hashanah <input checked="" type="checkbox"/> Veterans' Day <input type="checkbox"/> Other: _____	<input checked="" type="checkbox"/> Martin Luther King Jr.'s Birthday <input type="checkbox"/> Washington's Birthday <input checked="" type="checkbox"/> Independence Day <input type="checkbox"/> Yom Kippur <input checked="" type="checkbox"/> Thanksgiving Day <input checked="" type="checkbox"/> _____	<input type="checkbox"/> Lincoln's Birthday <input type="checkbox"/> Good Friday <input checked="" type="checkbox"/> Labor Day <input type="checkbox"/> Columbus Day <input type="checkbox"/> Christmas Day <input type="checkbox"/> _____
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Does this Facility Location meet minimum accessibility requirements as required by the American with Disability Act of 1990 (ADA) and the Architectural Barriers Act of 1968 (ABA). Yes ☒ No ☐



DEPARTMENT OF ECONOMIC SECURITY

Your Partner For A Stronger Arizona

INTERGOVERNMENTAL AGREEMENT  
CONTRACT AMENDMENT

1. CONTRACTOR (Name and address)  GILA COUNTY dba Gila Employment and Special Training 5515 S Apache St, Ste 200 Globe, AZ 85501	2. CONTRACT ID NUMBER  DE111093-001
	3. AMENDMENT NUMBER  1

4. THE PARTIES AGREE TO THE FOLLOWING AMENDMENT:

Pursuant to Section 4, AMENDMENTS OR MODIFICATIONS, replace the current Attachment 6, Facility Location And Staffing Chart-Gila County and replace entirely with the revised Facility Location and Staffing Chart dated June 23, 2011.

5. EXCEPT AS PROVIDED HEREIN, ALL TERMS AND CONDITIONS OF THE ORIGINAL CONTRACT AS HERETOFORE CHANGED AND/OR AMENDED REMAIN UNCHANGED AND IN FULL FORCE AND EFFECT. THE AMENDMENT SHALL BECOME EFFECTIVE ON THE DATE OF LAST SIGNATURE UNLESS OTHERWISE SPECIFIED HEREIN. BY SIGNING THIS FORM ON BEHALF OF THE CONTRACTOR, THE SIGNATORY CERTIFIES HE/SHE HAS THE AUTHORITY TO BIND THE CONTRACTOR TO THIS CONTACT.	
6. ARIZONA DEPARTMENT OF ECONOMIC SECURITY	7. NAME OF CONTRACTOR GILA COUNTY
SIGNATURE OF AUTHORIZED INDIVIDUAL	SIGNATURE OF AUTHORIZED INDIVIDUAL
TYPED NAME Elizabeth G. Csaki, CPPB	TYPED NAME Michael A. Pastor
TITLE Contract Administration Manager	TITLE Chairman, Gila County Board of Supervisors
DATE 9/15/2011	DATE

IN ACCORDANCE WITH ARS §11-952 THIS CONTRACT AMENDMENT HAS BEEN REVIEWED BY THE UNDERSIGNED WHO HAVE DETERMINED THAT THIS CONTRACT AMENDMENT IS IN APPROPRIATE FORM AND WITHIN THE POWERS AND AUTHORITY GRANTED TO EACH RESPECTIVE PUBLIC BODY.

ARIZONA ATTORNEY GENERAL'S OFFICE

By:   
Assistant Attorney General

Date: 9/12/11

COUNSEL FOR GILA COUNTY dba Gila  
Employment and Special Training

By:   
Public Agency Legal Counsel

Date: 8-15-2011

COAS1

Equal Opportunity Employer/Program  
This document available in alternative format by contacting: 602-364-0170.

Contract Amendment Form IGA  
Revised: 4/1/09

## Attachment 6

Arizona Department of Economic Security  
Rehabilitation Services Administration  
**FACILITY LOCATION AND STAFFING CHART-GILA COUNTY**  
June 23, 2011

Legal Business Name <b>Gila County</b>		
Doing Business As <b>Gila Employment and Special Training</b>		
<i>If you provide services in one or more service locations, please complete a Facility Location and Staffing Chart for each location</i> Service Location Address (City State Zip Code County ) <b>5515 South Apache Ave. Suite 200 Globe, AZ 85501</b>		
Telephone Number <b>928-402-8664</b>	Fax Number <b>928-425-9468</b>	Email address <b>dcaddell@co.gila.az.us</b>
Contact Person's Name <b>David B. Caddell</b>		
Days And Hours Of Operation <b>Monday to Friday 8 AM to 5 PM, except Holidays.</b>		

List the Staff and/or Subcontractors that will provide this service at this location:

First and Last name	Employee Subcontractor
David B. Caddell	S <input type="checkbox"/> E <input checked="" type="checkbox"/>
Phillis Weaver	S <input type="checkbox"/> E <input checked="" type="checkbox"/>
Carol Tanner	S <input type="checkbox"/> E <input checked="" type="checkbox"/>
Helene Lopez	S <input type="checkbox"/> E <input checked="" type="checkbox"/>
Doris Root	S <input type="checkbox"/> E <input checked="" type="checkbox"/>
Yvette Warden	S <input type="checkbox"/> E <input checked="" type="checkbox"/>

The facility(s) listed above will not be open on those holidays marked below (check box for applicable holidays):

- |   |   |   |
|---|---|---|
| <input checked="" type="checkbox"/> New Year's Day  | <input checked="" type="checkbox"/> Martin Luther King Jr.'s Birthday | <input type="checkbox"/> Lincoln's Birthday       |
| <input checked="" type="checkbox"/> President's Day | <input type="checkbox"/> Washington's Birthday                        | <input type="checkbox"/> Good Friday              |
| <input checked="" type="checkbox"/> Memorial Day    | <input checked="" type="checkbox"/> Independence Day                  | <input checked="" type="checkbox"/> Labor Day     |
| <input type="checkbox"/> Rosh Hashanah              | <input type="checkbox"/> Yom Kippur                                   | <input type="checkbox"/> Columbus Day             |
| <input checked="" type="checkbox"/> Veterans' Day   | <input checked="" type="checkbox"/> Thanksgiving Day                  | <input checked="" type="checkbox"/> Christmas Day |
| <input type="checkbox"/> Other: _____               | <input type="checkbox"/> _____  | <input type="checkbox"/> _____                    |

Does this Facility Location meet minimum accessibility requirements as required by the American with Disability Act of 1990 (ADA) and the Architectural Barriers Act of 1968 (ABA). Yes ☒ No ☐

## Attachment 6

Arizona Department of Economic Security  
Rehabilitation Services Administration  
**FACILITY LOCATION AND STAFFING CHART-GILA COUNTY**  
**June 23, 2011**

Legal Business Name <b>Gila County</b>
Doing Business As <b>Gila Employment and Special Training</b>

*If you provide services in one or more service locations, please complete a Facility Location and Staffing Chart for each location*

Service Location Address (City State Zip Code County ) <b>170 West Frontier Street Suite C Payson, AZ 85541</b>		
Telephone Number <b>928-402-8664</b>	Fax Number <b>928-425-9468</b>	Email address <b>dcaddell@co.gila.az.us</b>
Contact Person's Name <b>David B. Caddell</b>		
Days And Hours Of Operation <b>Monday to Friday 8 AM to 5 PM, except Holidays.</b>		

List the Staff and/or Subcontractors that will provide this service at this location:

First and Last name	Employee Subcontractor
Leona Bowman	S <input type="checkbox"/> E <input checked="" type="checkbox"/>
	S <input type="checkbox"/> E <input type="checkbox"/>
	S <input type="checkbox"/> E <input type="checkbox"/>
	S <input type="checkbox"/> E <input type="checkbox"/>
	S <input type="checkbox"/> E <input type="checkbox"/>
	S <input type="checkbox"/> E <input type="checkbox"/>

The facility(s) listed above will not be open on those holidays marked below (check box for applicable holidays):

<input checked="" type="checkbox"/> New Year's Day <input checked="" type="checkbox"/> President's Day <input checked="" type="checkbox"/> Memorial Day <input type="checkbox"/> Rosh Hashanah <input checked="" type="checkbox"/> Veterans' Day <input type="checkbox"/> Other: _____	<input checked="" type="checkbox"/> Martin Luther King Jr.'s Birthday <input type="checkbox"/> Washington's Birthday <input checked="" type="checkbox"/> Independence Day <input type="checkbox"/> Yom Kippur <input checked="" type="checkbox"/> Thanksgiving Day <input checked="" type="checkbox"/> _____	<input type="checkbox"/> Lincoln's Birthday <input type="checkbox"/> Good Friday <input checked="" type="checkbox"/> Labor Day <input type="checkbox"/> Columbus Day <input checked="" type="checkbox"/> Christmas Day <input type="checkbox"/> _____
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Does this Facility Location meet minimum accessibility requirements as required by the American with Disability Act of 1990 (ADA) and the Architectural Barriers Act of 1968 (ABA). Yes ☒ No ☐



## INTERGOVERNMENTAL AGREEMENT (IGA)

Contract between the Arizona Department of Economic Security ("ADES") and the Gila County dba Gila Employment and Special Training ("Contractor").

**WHEREAS** the Department is duly authorized to execute and administer contracts under A.R.S §41-1954 and,

**WHEREAS** the Contractor is duly authorized to execute and administer contracts under A.R.S § 11-201 and,

**WHEREAS** the Department and the Contractor are authorized by A.R.S. §11-952 et seq. to enter into agreements for joint or cooperative action to contract for the services specified in this contract.

**THEREFORE**, the Department and Contractor agree to abide by all the terms and conditions set forth in this Contract.

**BY SIGNING THIS FORM ON BEHALF OF THE CONTRACTOR, THE SIGNATORY CERTIFIES HE/SHE HAS THE AUTHORITY TO BIND THE CONTRACTOR TO THIS CONTRACT.**

FOR AND ON BEHALF OF THE ARIZONA  
DEPARTMENT OF ECONOMIC SECURITY

  
Procurement Officer Signature

Elizabeth G. Csaki, CPPB  
Printed Name

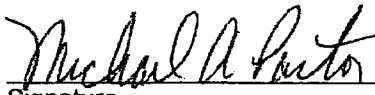
Professional Services Unit Manager  
Title

Date

DE111093-001

ADES Contract Number:

FOR AND ON BEHALF OF THE GILA COUNTY

  
Signature

Michael A. Pastor  
Printed Name

Chairman, Gila County Board of Supervisors  
Title

Date

**IN ACCORDANCE WITH A.R.S. §11-952 THIS AGREEMENT HAS BEEN REVIEWED BY THE UNDERSIGNED WHO HAVE DETERMINED THAT THIS CONTRACT IS IN APPROPRIATE FORM AND WITHIN THE POWERS AND AUTHORITY GRANTED TO EACH RESPECTIVE PUBLIC BODY.**

ARIZONA ATTORNEY GENERAL'S OFFICE

  
By: Assistant Attorney General

Date

  
By: Public Legal Counsel

Date

## **1.0 ADES VISION AND MISSION STATEMENTS**

- 1.1 ADES Vision: Every child, adult, and family in the State of Arizona will be safe and economically secure.
- 1.2 ADES Mission: The Arizona Department of Economic Security (ADES) promotes the safety, well being, and self sufficiency of children, adults, and families.

## **2.0 PARTIES**

- 2.1 This Intergovernmental Agreement (IGA) is between the Arizona Department of Economic Security (ADES), Rehabilitation Services Administration (RSA) and Gila County dba Gila Employment and Special Training ("Contractor").
- 2.2 RSA is the administration within the Department of Economic Security that provides Vocational Rehabilitation (VR) services and Independent Living (IL) services to individuals with various disabilities. Through the provision of VR services, RSA assists individuals with disabilities in achieving permanent, integrated, and competitive employment consistent with their strengths, resources, priorities, concerns, abilities, capabilities, interests and informed choice. Through the provision of IL services, RSA assists eligible individuals to increase their ability to function independently in home, community and at work.

## **3.0 TERM OF AGREEMENT**

### **3.1 TERM**

The term of this Agreement shall have an effective date of last signature and shall end on September 30, 2015, unless otherwise agreed upon by both parties in writing.

### **3.2 PRIOR SERVICE**

- 3.2.1 The parties agree that if similar services were provided by the Contractor from October 1, 2010 to the date of last signature, those services will be compensated under this agreement.

### **3.3 EXTENSION**

This agreement may be extended through a written amendment by mutual agreement of the parties.

### **3.4 TERMINATION**

- 3.4.1 This agreement may be terminated by mutual agreement of the parties at any time during the term of this agreement.
- 3.4.2 Each party shall have the right to terminate this agreement by hand-delivering to the other party written notice of termination at least thirty (30) days prior to the effective date of said termination.

## **4.0 AMENDMENTS OR MODIFICATIONS**

- 4.1 This Agreement may be amended or modified at any time by mutual agreement. No agent, employee or other representative of either party is empowered to alter any of the terms of the agreement, unless done in writing and signed by the authorized representative of the respective parties.
- 4.2 Either party shall give written notice to the other party of any non-material alteration that affects the provisions of this Agreement. Non-material alterations that do not require a written amendment are as follows:
  - 1. Change of telephone number;
  - 2. Change in authorized signatory; and/or
  - 3. Change in the name and/or address of the person to whom notices are to be sent.

## **5.0 DEFINITIONS**

- 5.1 "**Department**" means the Arizona Department of Economic Security (ADES), unless otherwise indicated.
- 5.2 "**May**" indicates something that is not mandatory but permissible.

- 5.3 **"Shall, Must"** indicates a mandatory requirement. Failure to meet these mandatory requirements may result in the rejection of a proposal as non-responsive.
- 5.4 **"Should"** indicates something that is recommended but not mandatory. If the Contractor fails to provide recommended information, the State may, at its sole option, ask the Contractor to provide the information.
- 5.5 **"Vulnerable adult"** means an individual who is eighteen years of age or older who is unable to protect himself from abuse, neglect or exploitation by others because of a physical or mental impairment

## **6.0 PURPOSE OF AGREEMENT**

- 6.1 The purpose of this agreement is to provide Client Access, Education and Information (Career Exploration and Supported Education) services to RSA clients who are individuals with disabilities in Gila County
- 6.2 RSA is authorized to provide this service under the Rehabilitation Act of 1973, as amended (29 U.S.C. 723(a) Vocational Rehabilitation Services and A.R.S. §23-503 Duties and Powers of Vocational Rehabilitation Division (i.e. Administration).

## **7.0 MANNER OF FINANCING**

- 7.1 RSA will use 21.3% State Funds and 78.7% Federal Vocational Rehabilitation Grant Funds to pay for this service in accordance with the Price Sheet (Attachment 02).

## **8.0 SERVICE DESCRIPTION**

- 8.1 The purpose of this service is to provide Client Access, Education and Information services to assist RSA clients, who are individuals with disabilities, in achieving their educational and employment goals that will ultimately lead toward successful employment. See attached Scope of Work.

## **9.0 RESPONSIBILITIES**

- 9.1 The ADES and the Contractor agree as follows:
  - 9.2 The Contractor shall:
    - 9.2.1 Provide Client Access, Education and Information services in accordance with the Scope of Work attached to this agreement.
  - 9.3 The ADES will:
    - 9.3.1 Refer RSA clients to the Contractor.
    - 9.3.2 Pay the Contractor's invoices upon the completion of the service and after all reporting and payment requirements are met.

## **10.0 REPORTING REQUIREMENTS**

- 10.1 The Contractor shall meet all reporting requirements stated in the Scope of Work

## **11.0 PAYMENT REQUIREMENTS**

- 11.1 The Contractor shall meet all payment requirements stated in the Scope of Work

## **12.0 NOTICES**

- 12.1 All notices to the Contractor regarding this agreement shall be sent to the following address:  
Gila County  
ATTN: David Caddell  
Gila Employment and Special Training  
5515 South Apache Ave. Suite 200  
Globe, Arizona 85501

- 12.2 All notices to the ADES regarding this agreement shall be sent to the following address:  
AZ Department of Economic Security  
ATTN: RSA Contracts Unit  
Rehabilitation Services Administration  
PO BOX 6123; Site Code 930A  
Phoenix, AZ 85005-6123

**13.0 DISPOSITION OF PROPERTY**

- 13.1 None.

**14.0 OTHER MATTERS**

- 14.1 None.

**15.0 APPLICABLE LAW**

- 15.1 In accordance with ARS § 41-2501, et seq, and AAC R2-7-101 et seq, this Agreement shall be governed and interpreted by the laws of the State of Arizona and the Arizona Procurement Code.

**16.0 ARBITRATION**

- 16.1 In accordance with A.R.S. § 12-1518, the parties agree to resolve all disputes arising out of or relating to this Agreement through arbitration, after exhausting applicable administrative review except as may be required by other applicable statutes.

**17.0 AUDIT**

- 17.1 In accordance with A.R.S. §35-214, the Contractor shall retain and shall contractually require each subcontractor to retain all data, books and other records ("records") relating to this Agreement for a period of five (5) years after the completion of the Agreement. All records shall be subject to inspection and audit by the State at reasonable times. Upon request, Contractor shall produce the original of any or all such records.

**18.0 AVAILABILITY OF FUNDS FOR THE CURRENT STATE FISCAL YEAR.**

- 18.1 Should the State Legislature enter back into session and reduce the appropriations or for any reason and these goods or services are not funded, the ADES may take any of the following actions:
- 18.1.1 Reduce payments or units authorized;
  - 18.1.2 Accept a decrease in price offered by the, contractor
  - 18.1.3 Cancel the Agreement
  - 18.1.4 Cancel the Agreement and re-write the requirements.
  - 18.1.5 The Director of ADES shall have the sole and unfettered discretion in determining the availability of funds. The ADES and the Contractor may mutually agree to reduce reimbursement to the Contractor when the payment type is Fixed Price with Price Adjustment by executing an amendment to this Agreement.

**19.0 AVAILABILITY OF FUNDS FOR THE NEXT STATE FISCAL YEAR**

- 19.1 Funds may not presently be available for performance under this Agreement beyond the current state fiscal year. If funds are not allocated and available for the continuance of this Agreement, this Agreement may be terminated by the ADES at the end of the period for which funds are available
- 19.2 No liability shall accrue to the ADES in the event this provision is exercised, and the ADES shall not be obligated or liable for any future payments or for any damages as a result of termination under this paragraph.

**20.0 BACKGROUND CHECKS FOR EMPLOYMENT THROUGH THE CENTRAL REGISTRY.** If providing direct services to children or vulnerable adults, the following shall apply:

- 20.1 The provisions of A.R.S. § 8-804 (as may be amended) are hereby incorporated in its entirety as provisions of this Contract.
- 20.2 Background checks through the Central Registry shall be conducted for each Contract employee including subcontractors that provide direct services to children or vulnerable adults. Individuals shall not provide direct services to ADES clients until the results of the Central Registry background check are complete and the results indicate the individual has no disqualifying acts that would prohibit him/her from providing services to ADES clients. If the Central Registry background check specifies any disqualifying act, the individual shall be prohibited from providing direct services to ADES clients.
- 20.3 Within thirty (30) days of contract award, the Contractor shall submit the "Request for Search of Central Registry for Employment" for each employee and subcontract employee providing direct services to children or vulnerable adults.
- 20.4 At least sixty (60) days prior to the Contract End Date, the Contractor shall submit the "Request for Search of Central Registry for Employment" for each employee and subcontract employee providing direct services to children or vulnerable adults.
- 20.5 The Contractor shall maintain the Central Registry Background Check results in a confidential file for five (5) years after termination of the Contract.
- 20.6 "Vulnerable adult" means an individual who is eighteen years of age or older who is unable to protect himself from abuse, neglect or exploitation by others because of a physical or mental impairment.

**21.0 CONFLICT OF INTEREST**

- 21.1 In accordance with A.R.S. §38-511, the State may within three years after execution cancel the Agreement, without penalty or further obligation, if any person significantly involved in initiating, negotiating, securing, drafting or creating the Agreement on behalf of the State, at any time while the Agreement is in effect, becomes an employee or agent of any other party to the Agreement in any capacity or a consultant to any other party to the Agreement with respect to the matter of the Agreement.

**22.0 DATA SHARING AGREEMENT**

- 22.1 When determined by the Department that sharing of confidential data will occur with the Contractor, the Contractor shall complete the ADES Data Sharing Request Agreement and submit the completed Agreement to the ADES Program Designated Staff prior to any work commencing or data shared. A separate Data Sharing Request Agreement shall be required between the Contractor and each ADES Program sharing confidential data.

**23.0 E-VERIFY**

- 23.1 In accordance with A.R.S. §41-4401, Contractor warrants compliance with all Federal immigration laws and regulations relating to employees and warrants its compliance with AAC Section A.R.S. § 23-214, Subsection A.

**24.0 FEDERAL IMMIGRATION AND NATIONALITY ACT**

- 24.1 By entering into the Agreement, the Contractor warrants compliance with the Federal Immigration and Nationality Act (FINA) and all other Federal immigration laws and regulations related to the immigration status of its employees. The Contractor shall obtain statements from its subcontractors certifying compliance and shall furnish the statements to the Procurement Officer upon request. These warranties shall remain in effect through the term of the Agreement. The Contractor and its subcontractors shall also maintain Employment Eligibility Verification forms (I-9) as required by the U.S. Department of Labor's Immigration and Control Act, for all employees performing work under the Agreement. I-9 forms are available for download at USCIS.GOV.

- 24.2 The State may request verification of compliance for any Contractor or subcontractor performing work under the Agreement. Should the State suspect or find that the Contractor or any of its subcontractors are not in compliance, the State may pursue any and all remedies allowed by law, including, but not limited to suspension of work, termination of the Agreement for default, and suspension and/or debarment of the Contractor. All costs necessary to verify compliance are the responsibility of the Contractor.

## **25.0 FINGERPRINTING**

- 25.1 The provisions of A.R.S. §46-141 (as may be amended) are hereby incorporated in their entirety as provisions of this contract. For reference, these provisions include, but are not limited to, the following:
- 25.1.1 Personnel who are employed by the Contractor, whether paid or not, and who are required or allowed to provide services directly to juveniles or vulnerable adults shall submit a full set of fingerprints to the Department for the purpose of obtaining a state and federal criminal records check pursuant to section 41-1750 and Public Law 92-544 or shall apply for fingerprint clearance card within seven working days of employment.
- 25.1.2 The Contractor shall assume the costs of fingerprint checks and may charge these costs to its fingerprinted personnel. The Department may allow all or part of the costs of fingerprint checks to be included as an allowable cost in a contract.
- 25.1.3 Except as provided in A.R.S. § 46-141, this contract may be cancelled or terminated immediately if a person employed by the Contractor and who has contact with juveniles certifies pursuant to the provisions of A.R.S. § 46-141 (as may be amended) that the person is awaiting trial or has been convicted of any of the offenses listed therein in this State, or of acts committed in another state that would be offenses in this State, or if the person does not possess or is denied issuance of a valid fingerprint clearance card.
- 25.1.4 Personnel who are employed by any Contractor whether paid or not, and who are required or allowed to provide services directly to juveniles shall certify on forms provided by the Department of Economic Security and notarized whether they are awaiting trial on or have ever been convicted of any of the offenses described in A.R.S. §46-141 (as may be amended).
- 25.1.5 Personnel who are employed by any Contractor, whether paid or not, and who are required or allowed to provide services directly to juveniles shall certify on forms provided by the Department of Economic Security and notarized whether they have ever committed any act of sexual abuse of a child, including sexual exploitation and commercial sexual exploitation, or any act of child abuse.

## **26.0 INDEMNIFICATION**

- 26.1 Indemnification for Contractor:
- 26.1.1 Each Party (as "Indemnitor") agrees to indemnify, defend, and hold harmless the other party (as "Indemnitee") from and against any and all claims, losses, liability, costs, or expenses (including reasonable attorney's fees) (hereinafter collectively referred to as "Claims") arising out of bodily injury of any person (including death) or property damage, but only to the extent that such Claims which result in vicarious/derivative liability to the Indemnitee are caused by the act, omission, negligence, misconduct, or other fault of the Indemnitor, its officers, officials, agents, employees, or volunteers.
- 26.2 Indemnification for Subcontractor
- 26.2.1 In addition, Gila County dba Gila Employment and Special Training shall cause its contractor(s) and subcontractors, if any, to indemnify, defend, save and hold harmless the State of Arizona, any jurisdiction or agency issuing any permits for any work arising out of this Agreement, and their respective directors, officers, officials, agents, and employees (hereinafter referred to as "Indemnitee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys' fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as "Claims") for bodily

injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Gila County dba Gila Employment and Special Training's contractor or any of the directors, officers, agents, or employees or subcontractors of such contractor. This indemnity includes any claim or amount arising out of or recovered under the Workers' Compensation Law or arising out of the failure of such contractor to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. It is the specific intention of the parties that the Indemnatee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnatee, be indemnified by such contractor from and against any and all claims. It is agreed that such contractor will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable.

**27.0 INSURANCE REQUIREMENTS**

**27.1 INSURANCE REQUIREMENTS FOR GOVERNMENTAL PARTIES TO AN IGA: None.**

**27.2 INSURANCE REQUIREMENTS FOR ANY CONTRACTORS USED BY A PARTY TO THE INTERGOVERNMENTAL AGREEMENT:**

(Note: this applies only to Contractors used by a governmental entity, not to the governmental entity itself.) The State of Arizona in no way warrants that the minimum limits contained herein are sufficient to protect the governmental entity or Contractor from liabilities that might arise out of the performance of the work under this Agreement by the Contractor, his agents, representatives, employees or subcontractors, and Contractor and the governmental entity are free to purchase additional insurance.

A. **Minimum Scope and Limits of Insurance:** Contractor shall provide coverage with limits of liability not less than those stated below.

1. **Commercial General Liability – Occurrence Form**

Policy shall include bodily injury, property damage, personal injury and broad form contractual liability.

- General Aggregate \$2,000,000
- Products – Completed Operations Aggregate \$1,000,000
- Personal and Advertising Injury \$1,000,000
- Blanket Contractual Liability – Written and Oral \$1,000,000
- Fire Legal Liability \$ 50,000
- Each Occurrence \$1,000,000

a. The policy shall be endorsed to **include coverage for sexual abuse and molestation.**

b. The policy shall be endorsed to include the following additional insured language: ***"The State of Arizona and the Department of Economic Security shall be named as additional insureds with respect to liability arising out of the activities performed by or on behalf of the Contractor".***

c. Policy shall contain a waiver of subrogation against the State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.

This requirement may be satisfied with a policy combining General and Professional Liability, provided that the General Liability section of the policy is written on an occurrence basis, and includes coverage for contractual liability.

2. **Business Automobile Liability**

Bodily Injury and Property Damage for any owned, hired, and/or non-owned vehicles used in the performance of this Contract.

Combined Single Limit (CSL) \$1,000,000

a. The policy shall be endorsed to include the following additional insured language: ***"The State of Arizona and the Arizona Department of Economic Security shall be named as additional insureds with respect to liability arising out of the activities performed by or on behalf of the Contractor, involving automobiles owned, leased, hired or borrowed by the Contractor".***

b. Policy shall contain a waiver of subrogation against the State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.

3. **Worker's Compensation and Employers' Liability**

- Workers' Compensation Statutory
- Employers' Liability
  - Each Accident \$ 500,000
  - Disease – Each Employee \$ 500,000
  - Disease – Policy Limit \$1,000,000

a. Policy shall contain a waiver of subrogation against the State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.

b. This requirement shall not apply to: Separately, EACH contractor or subcontractor exempt under A.R.S. 23-901, AND when such contractor or subcontractor executes the appropriate waiver (Sole Proprietor/Independent Contractor) form.

4. **Professional Liability (Errors and Omissions Liability)**

- Each Claim \$1,000,000
- Annual Aggregate \$2,000,000

a. In the event that the professional liability insurance required by this Contract is written on a claims-made basis, Contractor warrants that any retroactive date under the policy shall precede the effective date of this Contract; and that either continuous coverage will be maintained or an extended discovery period will be exercised for a period of two (2) years beginning at the time work under this Contract is completed.

b. The policy shall cover professional misconduct or lack of ordinary skill for those positions defined in the Scope of Work of this contract.

- B. **Additional Insurance Requirements:** The policies shall include, or be endorsed to include, the following provisions: The State of Arizona and the Arizona Department of Economic Security, wherever additional insured status is required such additional insured shall be covered to the full limits of liability purchased by the Contractor, even if those limits of liability are in excess of those required by this Contract.
1. The Contractor's insurance coverage shall be primary insurance with respect to all other available sources.
  2. Coverage provided by the Contractor shall not be limited to the liability assumed under the indemnification provisions of this Contract.
- C. **Notice Of Cancellation:** Each insurance policy required by the insurance provisions of this Contract shall provide the required coverage and shall not be suspended, voided, canceled, or reduced in coverage or in limits except after thirty (30) days prior written notice has been given to the State of Arizona. Such notice shall be sent directly to the Arizona Department of Economic Security, Office of Procurement, 1789 W. Jefferson St. Site Code 805Z, Phoenix, AZ 85007 **unless the Scope of Work Reporting Requirements specifies otherwise** and shall be sent by certified mail, return receipt requested.
- D. **Acceptability of Insurers:** Insurance is to be placed with duly licensed or approved non-admitted insurers in the state of Arizona with an "A.M. Best" rating of not less than A- VII. The State of Arizona in no way warrants that the above-required minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency.
- If the social services program utilizes the Social Service Contractors Indemnity Pool (SSCIP) or other approved insurance pool for insurance coverage, SSCIP or the other approved insurance pool is exempt from the A.M. Best's rating requirements listed in this contract. If the contractor or subcontractor chooses to use SSCIP or another approved insurance pool as its insurance provider, the contract/subcontract would be considered in full compliance with insurance requirements relating to the A.M. Best rating requirements.
- E. **Verification of Coverage:** Each insurance policy required by this Contract must be in effect at or prior to commencement of work under this Contract and remain in effect for the duration of the project. Failure to maintain the insurance policies as required by this Contract, or to provide evidence of renewal, is a material breach of contract. The Contractor shall retain all certificates and endorsements at its office which shall be available to the Department for review upon request.
- F. **Subcontractors:** Contractors' certificate(s) shall include all subcontractors as insureds under its policies **or** Contractor shall furnish to the State of Arizona separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to the minimum requirements identified above.
- G. **Approval:** Any modification or variation from the *insurance requirements* in this Contract shall be made by the Department of Administration, Risk Management Section, whose decision shall be final. Such action will not require a formal Contract amendment, but may be made by administrative action.
- H. **Exceptions:** In the event the Contractor or sub-contractor(s) is/are a public entity, then the Insurance Requirements shall not apply. Such public entity shall provide a

Certificate of Self-Insurance. If the contractor or sub-contractor(s) is/are a State of Arizona agency, board, commission, or university, none of the above shall apply.

In the event that Contractor determines that it may not be able to comply fully with the insurance requirements set forth above in Section 20.0 of the Arizona Department of Economic Security Special Terms and Conditions, the Contractor may request that the insurance requirements be modified pursuant to paragraph 20.2.2(G), provided that such request be delivered in writing to ADES at least ten days prior to the solicitation due date or, if not a solicitation, prior to contract execution. Contractor shall include with such request Contractor's justification for the modification with supporting documentation.

As provided in paragraph 20.2.2(G), the Department of Administration, Risk Management Section, shall decide whether such modification may be permitted. If the Department of Administration, Risk Management, decides to grant permission, the ADES Chief Procurement Officer shall then decide whether to approve the modification.

Modifications that are approved will be done so on a case-by-case basis and shall not affect the insurance requirements of other Contractors for whom modifications have not been approved. If a Contractor's request has not been approved or a Contractor fails to deliver its request prior to the applicable deadline, then the Contractor shall be required to comply fully with the insurance requirements set forth in paragraph 20.0 above.

## **28.0 IT 508 COMPLIANCE**

28.1 Unless specifically authorized in the Agreement, any electronic or information technology offered to the State of Arizona under this agreement shall comply with A.R.S. §41-2531 and §2532 and Section 508 of the Rehabilitation Act of 1973, which requires that employees and members of the public shall have access to and use of information technology that is comparable to the access and use by employees and members of the public who are not individuals with disabilities.

## **29.0 MONITORING**

29.1 The Department may monitor the Contractor and/or subcontractor and they shall cooperate in the monitoring of services delivered, facilities and records maintained and fiscal practices

## **30.0 NON-AVAILABILITY OF FUNDS**

30.1 In accordance with A.R.S. §35-154, every payment obligation of the State under the Agreement is conditioned upon the availability of funds appropriated or allocated for payment of such obligation. If funds are not allocated and available for the continuance of this Agreement, this Agreement may be terminated by the State at the end of the period for which funds are available. No liability shall accrue to the State in the event his provision is exercised, and the State shall not be obligated or liable for any future payments or for any damages as a result of termination under this paragraph.

## **31.0 NON-DISCRIMINATION**

31.1 In accordance with A.R.S. §41-1461 and Executive Order 2009-09, the Contractor shall provide equal employment opportunities for all persons, regardless of race, color, religion, creed, religion, sex, age, national origin, disability or political affiliation. The Contractor shall comply with the Americans with Disabilities Act.

### **32.0 OFFSHORE PERFORMANCE OF WORK PROHIBITED**

32.1 Due to security and identity protection concerns, direct services under this contract shall be performed within the borders of the United States. Any services that are described in the specifications or scope of work that directly serve the State of Arizona or its clients and may involve access to secure or sensitive data or personal client data or development or modification of software for the State shall be performed within the borders of the United States. Unless specifically stated otherwise in the specifications, this definition does not apply to indirect or 'overhead' services, redundant back-up services or services that are incidental to the performance of the contract. This provision applies to work performed by subcontractors at all tiers.

### **33.0 RIGHT OF OFFSET**

33.1 The Department shall be entitled to offset against any sums due the Contractor, any expenses or costs incurred by the Department, or damages assessed by the Department concerning the Contractor's non-conforming performance or failure to perform the Agreement, including expenses, costs and damages.

### **34.0 SCRUTINIZED BUSINESS**

34.1 In accordance with A.R.S. §35-391.06 and A.R.S. §35-393.06, the Contractor certifies that the Contractor does not have scrutinized business operations in Sudan or Iran.

### **35.0 SUBCONTRACTS**

35.1 The Contractor shall provide copies of each contract with a subcontractor relating to the provision of contract services to the Department upon five (5) calendar days of the request.

### **36.0 THIRD- PARTY ANTITRUST VIOLATIONS**

36.1 The Contractor assigns to the Department any claim for overcharges resulting from antitrust violations concerning materials or services supplied by third parties to the Contractor, toward fulfillment of this Agreement.

### **37.0 UNALLOWABLE COSTS**

37.1 The cost principles set forth in the Code of Federal Regulations, 48 CFR, Chapter 1, Subchapter e, Part 31, (October 1, 1991), including later amendments and editions, on file with the Arizona Secretary of State and incorporated by this reference, shall be used to determine the allow ability of incurred costs for the purpose of reimbursing costs under contract provisions that provide for the reimbursement of costs. Those costs which are specifically defined as unallowable therein will not be submitted for reimbursement by the Contractor and may not be reimbursed with Department funds.

37.2 In addition, the Contractor shall comply with the following publications (including subsequent revisions), as applicable:

1. OMB Circular A-87 for State, local and Indian Tribal Governments.
2. OMB Circular A-122 for private non-profit organizations other than institutions of higher education, hospitals or others specified in A-122.
3. OMB Circular A-21 for educational institutions.
4. OMB Circular A-133 for audits of institutions of higher education and other non-profit institutions.

### **38.0 ATTACHMENTS**

38.1 The following list of attachments constitutes an integral part of subject agreement:

38.1.1 Scope of Work Client Access, Education and Information (Career Exploration and Supported Education)

38.1.2 Service Implementation Questionnaire (Attachment 01)

38.1.3 Price Sheet (Attachment 02)

- 38.1.4 Request for Search of Central Registry for Background Check (Attachment 03)
- 38.1.5 Facility Location Chart (Attachment 04).

### **39.0 EXHIBITS**

39.1 The following list of exhibits constitutes an integral part of subject agreement:

- 39.1.1 Client Service Plan (Exhibit A)
- 39.1.2 Career Exploration Summary (Exhibit B)
- 39.1.3 Contractor Code of Conduct (Exhibit C)
- 39.1.4 Client Transportation Requirements (Exhibit D)
- 39.1.5 Monthly Progress Report (Exhibit E)
- 39.1.6 Quarterly Report (Exhibit F)
- 39.1.7 Contractor Billing Form (Exhibit G)
- 39.1.8 Data Sharing Agreement (Exhibit J)

Attachment 02

Client Access, Education and Information (Career Exploration and Supported Education)  
**Price Sheet**

<b>Item # 1:</b>	CAREER EXPLORATION: One Individual Hour, sixty (60) minutes, of actual time spent providing services to one RSA client.
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Qty	Unit Cost	UOM	Total Discount Amt.	Tax Rate	Tax Amount	Total Cost
1.0	55	HR - Hour				

<b>Item # 2:</b>	CAREER EXPLORATION One Group Hour, sixty (60) minutes, of actual time spent with a client who is in attendance in a group of two (2) to six (6) clients receiving direct services.
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Qty	Unit Cost	UOM	Total Discount Amt.	Tax Rate	Tax Amount	Total Cost
1.0	55	HR - Hour				

<b>Item # 3:</b>	SUPPORTED EDUCATION One Individual Hour means sixty (60) minutes of actual time spent providing services to one RSA client.
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Qty	Unit Cost	UOM	Total Discount Amt.	Tax Rate	Tax Amount	Total Cost
1.0	50	HR - Hour				

**Client Access, Education and Information  
(Career Exploration and Supported Education) Gila County  
Intergovernmental Agency Agreement # DE111093-001**

**APPLICANT:  
GILA COUNTY  
dba, GILA EMPLOYMENT AND & TRAINING PROGRAM  
5515 South Apache Ave. Suite 200  
GLOBE, AZ 85501  
(928) 425-7631**

**CONTACT: DAVID B. CADDELL,  
G.E.S.T PROGRAM MANAGER EXT. 8664  
E-MAIL [dcaddell@co.gila.az.us](mailto:dcaddell@co.gila.az.us)  
FAX: (928) 425-9468**

### **The GEST Program Mission Statement:**

“To provide employment services along with daily living skills to disabled clients in a manner which supports and enhances self sufficiency, self esteem mutual respect, value and dignity.”

### **GEST PROGRAM COMMITMENT:**

The GEST Program is committed to provide the very best services to the disabled population, and to continue to improve and enhance the services that we provide. The GEST staff continually participates in further education classes in the effort to be and stay current in any changes regarding service delivery. It is our goal to continue to gain further knowledge and skills to enable us to provide exemplary services to our clients.

By applying for and obtaining an “Enhancement Grant” through RSA the GEST Program has been able to place on staff a Disability Specialist” who provides “one-on-one” services to our clients and who assists clients navigate the One Stop Resource Room to make it a viable resource to persons with disabilities. The Disability Specialist provides a variety of extensive one-on-one and group services to our clients. GEST staff is certified in all required trainings, have class a State of Arizona Department of Public Safety fingerprint clearance and the Disability Specialist has completed two ASL classes at our local Community College, and an ADA online course.

### **Responses to Service Implementation Questionnaire:**

- 1. Describe how linguistically and culturally appropriate services and materials will be provided to meet the needs of persons with disabilities. The response should include how staff will accommodate the clients and assure that they will have ready access to services.**

Gila County Division of Health and Community Services, GEST Program provides services to a vast culturally diverse population with equally diverse disabilities. All individuals have equal access to the variety of services regardless of disability, language, culture and demographic or geographic location. GEST accommodates for the non-English and monolingual population and provides interpreters for the hearing impaired. GEST provides “family focused” service with consideration to cultural diversity and beliefs. GEST has two wheelchair Maxivans available to assist with transportation while providing services to those that require that accommodation. Both GEST Program locations are ADA compliant for accessibility.

The GEST department provides services to diverse and targeted populations with the same level of commitment to excellence and equality. GEST recognizes the uniqueness of each individual’s needs and level of service(s) based on cultural diversity and their

disability. Bilingual staff is available to assist the non-English and monolingual population. GEST clients are comprised of clients who are referred by "client choice", through a contract with ADES/Vocational Rehabilitation Services, and clients who are referred through a contract with the ADES/Division of Developmental Disabilities

GEST offices are located in Globe and Payson to provide services to all individuals with disabilities, throughout Gila County including the San Carlos Indian Reservation. GEST staff is fully trained in all aspects of service delivery, they have an excellent understanding of the special needs of persons with disabilities and other barriers, and an understanding of client rights, principals of normalization and they have the ability to relate well to all persons with disabilities. GEST staff is certified in CPR, First Aid, and Crisis Intervention, and they all possess Fingerprint Clearance as required. GEST staff: GEST Program Manager, one Job Coach, a Mobile Crew Coordinator, a One Stop Center Disability Specialist in the Globe area, and one Job Coach in the Payson area.

GEST has on staff a Disability Specialist who is bilingual who has completed two courses in American Sign Language, a Psychology course and an Americans with Disabilities Act online course.

Divisional staff is available if the need is evident to provide translation in Spanish, Apache, Navajo and sign language. If a client referral indicates a need for this type of accommodation, GEST will make those arrangements at no cost to the consumer.

**2. Describe how Career Exploration and/or Supported Education outcomes will be achieved.**

**Career Exploration:**

When GEST receives a referral for services along with relevant client data and valid authorization for the service provision, a meeting will be scheduled with the VRC, and the client within ten business days. GEST will review all pertinent data that has been provided specific to the clients' needs and goals to prepare for the scheduled pre-consultation meeting.

During the pre-consultation/service planning meeting, a discussion is facilitated to determine the client's immediate employment desires and employment opportunities in the area that the client is interested in exploring. All parties in this planning session will have input and full participation in this process to determine the needs of the client, i.e. transportation, days available, etc... A Service Plan will be developed and when all parties are in agreement and if it is determined that the GEST program will be the service provider, Career Exploration services will begin within ten business days after a official authorization has been received.

GEST staff will schedule and provide the services in accordance with the clients' availability and the programs hours of operation. GEST will schedule and conduct an introduction and orientation to the World of Work, which will cover the meaning, value, and demands of work, provide information on the effect stress has on the general good

health utilizing information and guest speakers from the Gila County Health Department and other available resources. Staff will provide instruction on the effective methods of dealing with stress and the appropriate manner to deal with conflict by using a various materials. Utilizing self-assessments and various skills assessments will assist in gaining an increased awareness and understanding of the client's abilities, interests, values, and needs.

GEST staff will assist the client in navigating the available employment networks, and One Stop Center, and in utilizing the One Stop resources and/or other community resources that are available.

Staff will assist the client in obtaining information regarding various industries, and occupations and in understanding the difference between occupations, industries, and work options. Utilizing all the above mentioned information, staff will assist the client in deciding three (3) possible career options to research that are specific to the client's personal factors.

GEST staff will assist in exploring the three career options chosen by the client and will assist in locating, for review and discussion, the occupational trends, wages, job responsibilities, education and training requirements, job outlook, and all other relevant information. By utilizing specific goal oriented instructional videos and arranging for the client to visit businesses where they could observe employees who are engaged in job duties in the client's field of interest and by having the client participate in informal interviews and discussion with employers and employees the job coach can assist the client in making an informed decision for a vocational career goal.

#### **Supported Education:**

Prior to the pre-consultation meeting/service planning meeting, GEST staff will obtain and review all data pertaining to the client's medical and psychological status and the information contained in assessments/reports that have been completed.

During the pre-consultation/service planning meeting, a discussion is facilitated to determine the client's immediate employment desires and employment opportunities in the area that the client is interested in exploring. All parties in this planning session will have input and full participation in this process to determine the needs of the client, i.e. transportation, days available, etc... A Service Plan will be developed and when all parties are in agreement and if it is determined that the GEST program will be the service provider, Career Exploration services will begin within ten business days of receipt of an official authorization.

GEST staff will provide assistance in locating appropriate educational and/or training programs and assistance to the client in selecting the program most suitable for the client to meet their vocational goal. GEST staff will assist the client in identifying the educational cost and exploring financial aid resources and options to pay for the selected educational/training program the client has chosen, (e.g., Pell Grant, private grants, etc.).

Once the client has selected an educational or vocational program, GEST will assist the client in registering for the program, orientation to the school campus and school services. GEST staff will introduce the client to the Disability Services Resource center on the campus and assist in coordinating the disability related accommodation services and any needed special services, if applicable.

In order to monitor and evaluate the program performance a customer satisfaction survey will be completed monthly by each client evaluating the services they received to ensure that the service goals are being met.

**3. Describe how Performance Standard #1, Acceptance Rate, will be met during the contract term.**

The GEST program accepts all referrals for service from Vocational Rehabilitation; regardless of the disability and will continue to meet the requirements in Section 7.2.1 of the Scope of Work. All service provision will commence within (10) business days of the receipt of authorization from VR.

When the GEST Program Manager receives a referral for services from a VR Counselor, all reports/data relevant for successful service provision will be reviewed prior to the service planning meeting. During the service planning meeting GEST staff will participate in discussion regarding the client's needs and determine appropriate services to be provided that will lead towards achievement of a successful outcome.

**4. Describe how Performance Standard #2, Successful Completion Rate, will be met during the contract term.**

The GEST program is well recognized and respected in Gila County as the premier service provider, which opens many doors in our community. The program has also enjoyed a high success rate in providing services which assist our clients in achieving their individual employment and educational goals.

Overall program performance and the successful completion rate will be met by a regular monitoring and review of the clients' participation and consistent completion of Individual Instruction Plan objectives. An evaluation of the client's progress and service provided will ensure that the completion rate will be met, and through the review of monthly progress reports completed by GEST staff and monthly meetings with the VRC, the GEST Program Manager will be able to determine the level of achievement attained by the client and the overall success of services provided. Utilizing pre and post assessment of the client's progress will assist in monitoring and determining client and program success.

Through the above mentioned process, the Program Manager will also be able to measure the level of rehabilitation of the client to ensure that 80% achievement is obtained. It is not anticipated that the GEST Program will not achieve the performance standard

mentioned above however, if *GEST falls below the required percentage*, *GEST will work closely with the local Vocational Rehabilitation Counselors by regular communication and collaboration until the percentage of acceptance is in compliance with Section 7.2.2 of the Scope of Work.*

**FACILITY LOCATION AND STAFFING CHART-GILA COUNTY**

Legal Business Name	Gila County
Doing Business As	Gila Employment and Special Training

*If you provide services in one or more service locations, please complete a Facility Location and Staffing Chart for each location*

Service Location Address (City State Zip Code County ) 5515 South Apache Ave. Suite 200 Globe, Arizona 85501 Gila		
Telephone Number 928-402-8664	Fax Number 928-425-9468	Email address dcaddell@co.gila.az.us
Contact Person's Name David B. Caddell		
Days And Hours Of Operation Monday to Friday 8 AM to 5 PM, except holidays and the Friday after Thanksgiving.		

List the Staff and/or Subcontractors that will provide this service at this location:

First and Last name	Employee Subcontractor
David B. Caddell	S <input type="checkbox"/> E <input checked="" type="checkbox"/>
Catherine Levario	S <input type="checkbox"/> E <input checked="" type="checkbox"/>
Phillis Weaver	S <input type="checkbox"/> E <input checked="" type="checkbox"/>
Patricia Rocha	S <input type="checkbox"/> E <input checked="" type="checkbox"/>
	S <input type="checkbox"/> E <input type="checkbox"/>
	S <input type="checkbox"/> E <input type="checkbox"/>

The facility(s) listed above will not be open on those holidays marked below (check box for applicable holidays):

<input checked="" type="checkbox"/> New Year's Day	<input checked="" type="checkbox"/> Martin Luther King Jr.'s Birthday	<input type="checkbox"/> Lincoln's Birthday
<input checked="" type="checkbox"/> President's Day	<input type="checkbox"/> Washington's Birthday	<input type="checkbox"/> Good Friday
<input checked="" type="checkbox"/> Memorial Day	<input checked="" type="checkbox"/> Independence Day	<input checked="" type="checkbox"/> Labor Day
<input type="checkbox"/> Rosh Hashanah	<input type="checkbox"/> Yom Kippur	<input type="checkbox"/> Columbus Day
<input checked="" type="checkbox"/> Veterans' Day	<input checked="" type="checkbox"/> Thanksgiving Day	<input type="checkbox"/> Christmas Day
<input type="checkbox"/> Other: _____	<input checked="" type="checkbox"/> _____	<input type="checkbox"/> _____

Does this Facility Location meet minimum accessibility requirements as required by the American with Disability Act of 1990 (ADA) and the Architectural Barriers Act of 1968 (ABA). Yes ☒ No ☐

Arizona Department of Economic Security  
Rehabilitation Services Administration

**FACILITY LOCATION AND STAFFING CHART-GILA COUNTY**

Legal Business Name <b>Gila County</b>
Doing Business As <b>Gila Employment and Special Training</b>

*If you provide services in one or more service locations, please complete a Facility Location and Staffing Chart for each location*

Service Location Address (City State Zip Code County ) <b>107 West Frontier Street Suite C, Arizona 85541 Gila</b>		
Telephone Number <b>928-402-8664</b>	Fax Number <b>928-425-9468</b>	Email address <b>dcaddell@co.gila.az.us</b>
Contact Person's Name <b>David B. Caddell</b>		
Days And Hours Of Operation <b>Monday to Friday 8 AM to 5 PM, except holidays and the Friday after Thanksgiving.</b>		

List the Staff and/or Subcontractors that will provide this service at this location:

First and Last name	Employee Subcontractor
Leona Bowman	S <input type="checkbox"/> E <input checked="" type="checkbox"/>
	S <input type="checkbox"/> E <input type="checkbox"/>
	S <input type="checkbox"/> E <input type="checkbox"/>
	S <input type="checkbox"/> E <input type="checkbox"/>
	S <input type="checkbox"/> E <input type="checkbox"/>
	S <input type="checkbox"/> E <input type="checkbox"/>

The facility(s) listed above will not be open on those holidays marked below (check box for applicable holidays):

<input checked="" type="checkbox"/> New Year's Day	<input checked="" type="checkbox"/> Martin Luther King Jr.'s Birthday	<input type="checkbox"/> Lincoln's Birthday
<input checked="" type="checkbox"/> President's Day	<input type="checkbox"/> Washington's Birthday	<input type="checkbox"/> Good Friday
<input checked="" type="checkbox"/> Memorial Day	<input checked="" type="checkbox"/> Independence Day	<input checked="" type="checkbox"/> Labor Day
<input type="checkbox"/> Rosh Hashanah	<input type="checkbox"/> Yom Kippur	<input type="checkbox"/> Columbus Day
<input checked="" type="checkbox"/> Veterans' Day	<input checked="" type="checkbox"/> Thanksgiving Day	<input type="checkbox"/> Christmas Day
<input type="checkbox"/> Other: _____	<input checked="" type="checkbox"/> _____	<input type="checkbox"/> _____

Does this Facility Location meet minimum accessibility requirements as required by the American with Disability Act of 1990 (ADA) and the Architectural Barriers Act of 1968 (ABA). Yes ☒ No ☐



*GILA COUNTY ATTORNEY*  
*Bradley D. Beauchamp*

Re: County Attorney's Office approval of IGA pursuant to A.R.S. § 11-952(D).

To whom it may concern:

The County Attorney's Office has reviewed the Intergovernmental Agreement attached to this agenda item and has determined that it is in its "proper form" and "is within the powers and authority granted under the laws of this state to such public agency or public procurement unit" pursuant to A.R.S. § 11-952(D).

**Explanation of the Gila County Attorney's Office Intergovernmental Agreement (IGA) Review**

A.R.S. § 11-952(D) requires that

every agreement or contract involving any public agency or public procurement unit of this state . . . before its execution, shall be submitted to the attorney for each such public agency or public procurement unit, who shall determine whether the agreement is in proper form and is within the powers and authority granted under the laws of this state to such public agency or public procurement unit.

In performing this review, the County Attorney's Office reviews IGAs to see that they are in "proper form" prior to their execution. "Proper form" means that the contract conforms to fundamental contract law, conforms to specific legislative requirements, and is within the powers and authority granted to the public agency. It does not mean that the County Attorney's Office approves of or supports the policy objectives contained in the IGA. That approval is solely the province of the public agency through its elected body.

Likewise, this approval is not a certification that the IGA has been properly executed. Proper execution can only be determined after all the entities entering into the IGA have taken legal action to approve the IGA. There is no statutory requirement for the County Attorney's Office to certify that IGAs are properly executed.

Nonetheless, it is imperative for each public agency to ensure that each IGA is properly executed because A.R.S. § 11-952(F) requires that "[a]ppropriate action ... applicable to the governing bodies of the participating agencies approving or extending the duration of the ... contract shall be necessary before any such agreement, contract or extension may be filed or become effective." This can be done by ensuring that the governing body gives the public proper notice of the meeting wherein action will be taken to approve the IGA, that the item is adequately described in the agenda accompanying the notice, and that the governing body takes such action. Any questions regarding whether the IGA has been properly executed may be directed to the County Attorney's Office.

Proper execution of IGAs is important because A.R.S. § 11-952(H) provides that "[p]ayment for services under this section shall not be made unless pursuant to a fully approved written contract." Additionally, A.R.S. § 11-952(I) provides that "[a] person who authorizes payment of any monies in violation of this section is liable for the monies paid plus twenty per cent of such amount and legal interest from the date of payment."

The public agency or department submitting the IGA for review has the responsibility to read and understand the IGA in order to completely understand its obligations under the IGA if it is ultimately approved by the public entity's board. This is because while the County Attorney's Office can approve the IGA as to form, the office may not have any idea whether the public agency has the capacity to actually comply with its contractual obligations. Also, the County Attorney's Office does not monitor IGA compliance. Hence the public entity or submitting department will need to be prepared to monitor their own compliance. A thorough knowledge of the provisions of the IGA will be necessary to monitor compliance.

Before determining whether an IGA contract "is in proper form," the County Attorney's Office will answer any questions or concerns the public agency has about the contract. It is the responsibility of the public agency or department submitting the IGA for review to ask any specific questions or address any concerns it has about the IGA to the County Attorney's Office at the same time they submit the IGA for review. Making such an inquiry also helps improve the County Attorney's Office review of the IGA because it will help focus the review on specific issues that are of greatest concern to the public agency. Failing to make such an inquiry when the agency does have issues or concerns will decrease the ability of the County Attorney's Office to meaningfully review the IGA.

**ARF-2056**

**Consent Agenda Item 4. D.**

**Regular BOS Meeting**

**Meeting Date:** 09/03/2013

**Submitted For:** Malissa Buzan, Community Services Division Director

**Submitted By:** Cecilia Bejarano, Executive Administrative Assistant, Community Services Division

**Department:** Community Services Division

**Division:** Comm. Action Program/Housing Servs.

**Fiscal Year:** 2013

**Budgeted?:** Yes

**Contract Dates** 1/1/2013 - 12/31/2013

**Grant?:** Yes

**Begin & End:**

**Matching** No

**Fund?:** Replacement

**Requirement?:**

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Information

Request/Subject

Amendment No. 9 to Agreement No. 700518523 for Energy Wise Low Income Weatherization with Arizona Public Service.

Background Information

The Arizona Public Service (APS) Energy Wise Low Income Weatherization Program is administered by Community Action Agencies located in APS territory. These agencies provide a variety of weatherization services designed to help people save energy and increase the comfort level of their home. The Low Income Weatherization Assistance Program has the primary mission of reducing the fuel or electricity expense for space heating, space cooling, and water heating for income eligible households, while improving the health and safety of the dwelling's occupants.

Evaluation

Amendment No. 9 to Agreement No. 700518523 between Arizona Public Service and Gila County Division of Community Services, Community Action Program, provides funding in an amount " not to exceed \$141,429.00" for the calendar year 2013.

Conclusion

By the Board of Supervisors approving Amendment No. 9 to agreement No. 700518523 the Gila County Community Action Program will continue to provide weatherization services to eligible citizens of Gila County.

Recommendation

The Gila County Community Services Division Director recommends that the Board of Supervisors approve this Agreement Amendment.

Suggested Motion

Approval of Amendment No. 9 to Agreement No. 700518523 (Energy Wise Low Income Weatherization Program) between Arizona Public Service (APS) and the Gila County Division of Community Services, Community Action Program, whereby APS will provide funding in an amount not to exceed \$141,429 for the repairs, reconditioning, replacement or restoration of deficiencies in a customer's qualified home in order to make such homes energy efficient (Weatherization Services), to eligible citizens residing in Gila County for the period January 1, 2013, through December 31, 2013.

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Attachments

Amendment No. 9 Contract 700518523 APS

Amendment No. 8 Contract 700518523 APS

Amendment No 7 Contract 700518523 APS

Amendment No. 6 Contract 700518523 APS

Amendment No. 5 Contract 700518523 APS

Amendment No. 4 Contract 70051823 APS

Amendment No. 3 Contract 700518523

Amendment No. 2 Contract 700518523

Amendment No. 1 Contract No. 700518523

Original Contract 700518523 APS

Legal Explanation

AMENDMENT NO. 9

TO

Agreement for Energy Wise Low Income Weatherization Program Implementation  
between the Gila County Division of Health and Community Services  
and Arizona Public Service Company

THIS AMENDMENT NO. 9 is entered into effective as of the 1st day of August, 2013, by and between Arizona Public Service Company, an Arizona corporation, with offices at 400 North 5<sup>th</sup> Street, Phoenix, Arizona 85004 ("APS") and the Gila County Division of Health and Community Services, the Contractor, with offices at 5515 South Apache Avenue, Globe, Arizona 85501 ("Counterparty"). ("APS" and "Counterparty" are referred to herein individually as "Party" and collectively as the "Parties").

**WHEREAS**, APS and Counterparty are Parties to that certain Agreement for Energy Wise Low Income Weatherization Program Implementation between APS and Counterparty, Contract No. 700518523, dated effective as of the 1st day of January, 2008 (the "Original Contract"); and,

**WHEREAS**, the Parties desire to make mutually agreed upon changes;

**NOW THEREFORE**, in consideration of the above premises and respective covenants and agreements hereinafter set forth, the Parties agree to amend the Original Contract as follows:

1. Defined Terms. Defined terms not otherwise defined herein shall have the meaning set forth in the Original Contract.
2. Allocation. The Allocation established under Section 3.A (Compensation/Taxes) of the Original Contract shall "not exceed \$141,429.00" for the calendar year 2013.
3. Remaining Terms Unchanged. Except as modified in this Amendment No. 9, all other terms and conditions of the Original Contract shall remain unchanged.

IN WITNESS WHEREOF, the authorized representatives of both Parties have executed this Amendment No. 009, effective as of the date first above written:

**GILA COUNTY DIVISION OF  
COMMUNITY SERVICES**

**ARIZONA PUBLIC SERVICE COMPANY**

\_\_\_\_\_  
(signature)

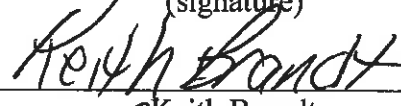
\_\_\_\_\_  
Michael A. Pastor

\_\_\_\_\_  
Chairman, Gila County Board of Supervisors

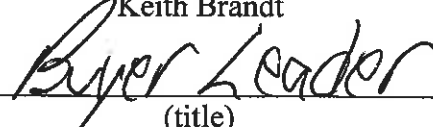
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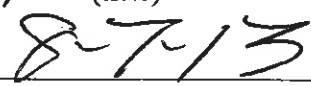
\_\_\_\_\_  
(signature)



\_\_\_\_\_  
Keith Brandt



\_\_\_\_\_  
(title)



\_\_\_\_\_  
(date)

APPROVED AS TO FORM:

\_\_\_\_\_  
Bryan Chambers, Deputy Attorney Principal

\_\_\_\_\_  
Date

**AMENDMENT NO.8**  
**TO**  
**Agreement for Energy Wise Low Income Weatherization Program Implementation**  
**between the Gila County Division of Health and Community Services**  
**and Arizona Public Service Company**

THIS AMENDMENT NO. 8 is entered into effective as of the 1st day of January, 2013, by and between Arizona Public Service Company, an Arizona corporation, with offices at 400 North 5<sup>th</sup> Street, Phoenix, Arizona 85004 ("APS") and the Gila County Division of Health and Community Services, the Contractor, with offices at 5515 South Apache Avenue, Globe, Arizona 85501 ("Counterparty"). ("APS" and "Counterparty" are referred to herein individually as "Party" and collectively as the "Parties").

**WHEREAS**, APS and Counterparty are Parties to that certain Agreement for Energy Wise Low Income Weatherization Program Implementation between APS and Counterparty, Contract No. 700518523, dated effective as of the 1st day of January, 2008 (the "Original Contract"); and,

**WHEREAS**, the Parties desire to make mutually agreed upon changes;

**NOW THEREFORE**, in consideration of the above premises and respective covenants and agreements hereinafter set forth, the Parties agree to amend the Original Contract as follows:

1. Defined Terms. Defined terms not otherwise defined herein shall have the meaning set forth in the Original Contract.
2. Term. Section 1 of the Agreement is hereby amended to provide that the Original Contract terminates on December 31, 2013.
3. Allocation. The Allocation established under Section 3.A (Compensation/Taxes) of the Original Contract shall "not exceed \$106,429.00" for the calendar year 2013. However, if the Arizona Corporation Commission does not approve the APS 2013 DSM Implementation Plan Energy Wise Low Income Weatherization Program budget as stated in APS' filing, then the allocation amount for the 2013 calendar year shall be adjusted based on the ACC's ruling.
4. For Lack of Regulatory Approval. In the event that the Program is not approved by the Arizona Corporation Commission ("ACC") or in the event that such approval is subsequently withdrawn or significantly changed, then the Company may immediately terminate this agreement upon written notice to Supplier.
5. Final Invoice. A final invoice for calendar year 2013 shall be submitted to the third party coordinator and APS by December 16, 2013. For work performed after that date and to December 31, 2013, a final invoice setting forth expenses must be emailed to the APS program coordinator and the third party coordinator no later than January 3, 2014. Reimbursement for late invoices for work performed in 2013 will be considered for reimbursement on a case-by-case basis and will be subject to funds availability.
6. Remaining Terms Unchanged. Except as modified in this Amendment No. 8, all other terms and conditions of the Original Contract shall remain unchanged.
7. See attachment "A" Attached and made a part of.

## **ATTACHMENT "A"**

### **(Arizona Public Service)**

#### **LEGAL ARIZONA WORKERS ACT COMPLIANCE**

Firm hereby warrants that it will at all times during the term of this Contract comply with all federal immigration laws applicable to Firm's employment of its employees, and with the requirements of A.R.S. § 23-214 (A) (together the "State and Federal Immigration Laws"). Firm shall further ensure that each subcontractor who performs any work for Firm under this contract likewise complies with the State and Federal Immigration Laws.

County shall have the right at any time to inspect the books and records of Firm and any subcontractor in order to verify such party's compliance with the State and Federal Immigration Laws.

Any breach of Firm's or any subcontractor's warranty of compliance with the State and Federal Immigration Laws, or of any other provision of this section, shall be deemed to be a material breach of this Contract subjecting Firm to penalties up to and including suspension or termination of this Contract. If the breach is by a subcontractor, and the subcontract is suspended or terminated as a result, Firm shall be required to take such steps as may be necessary to either self-perform the services that would have been provided under the subcontract or retain a replacement subcontractor, (subject to County approval if MWBE preferences apply) as soon as possible so as not to delay project completion.

Firm shall advise each subcontractor of County's rights, and the subcontractor's obligations, under this Article by including a provision in each subcontract substantially in the following form: "Subcontractor hereby warrants that it will at all times during the term of this contract comply with all federal immigration laws applicable to Subcontractor's employees, and with the requirements of A.R.S. § 23-214 (A). Subcontractor further agrees that County may inspect the Subcontractor's books and records to insure that Subcontractor is in compliance with these requirements. Any breach of this paragraph by Subcontractor will be deemed to be a material breach of this contract subjecting Subcontractor to penalties up to and including suspension or termination of this contract."

Any additional costs attributable directly or indirectly to remedial action under this Article shall be the responsibility of Firm. In the event that remedial action under this Article results in delay to one or more tasks on the critical path of Firm's approved construction or critical milestones schedule, such period of delay shall be deemed excusable delay for which Firm shall be entitled to an extension of time, but not costs.

#### **ANTI-TERRORISM WARRANTY**

Pursuant to A.R.S. §35-397 the Firm certifies that it does not have scrutinized business operations in Iran or Sudan and that they are in compliance with the Export Administration Act and not on the Excluded Parties List.

#### **CANCELLATION**

This agreement is subject to cancellation pursuant to A.R.S. § 38-511.

IN WITNESS WHEREOF, the authorized representatives of both Parties have executed this Amendment No. 008, effective as of the date first above written:

**GILA COUNTY DIVISION OF  
COMMUNITY SERVICES**

  
(signature)

\_\_\_\_\_  
Tommie C. Martin

\_\_\_\_\_  
Chairman, Gila County Board of Supervisors

\_\_\_\_\_  
(date)

**ARIZONA PUBLIC SERVICE COMPANY**

  
(signature)

Teresa Spencer  
Teresa Spencer

\_\_\_\_\_  
Sr. Buyer

9.7.12  
(date)

APPROVED AS TO FORM:

  
Bryan Chambers, Chief Deputy Gila County Attorney

10 9 2012  
Date

**AMENDMENT NO. 7**  
**TO**  
**Agreement for Energy Wise Low Income Weatherization Program Implementation**  
**between the Gila County Division of Health and Community Services**  
**and Arizona Public Service Company**

THIS AMENDMENT NO. 7 is entered into effective as of the 1st day of January, 2012, by and between Arizona Public Service Company, an Arizona corporation, with offices at 400 North 5<sup>th</sup> Street, Phoenix, Arizona 85004 ("**APS**") and the Gila County Division of Health and Community Services, the Contractor, with offices at 5515 South Apache Avenue, Globe, Arizona 85501 ("**Counterparty**"). ("**APS**" and "**Counterparty**" are referred to herein individually as "**Party**" and collectively as the "**Parties**").

**WHEREAS**, APS and Counterparty are Parties to that certain Agreement for Energy Wise Low Income Weatherization Program Implementation between APS and Counterparty, Contract No. 700518523, dated effective as of the 1st day of January, 2008 (the "**Original Contract**"); and,

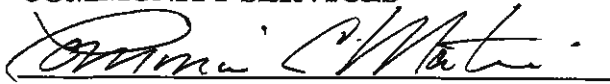
**WHEREAS**, the Parties desire to make mutually agreed upon changes;

**NOW THEREFORE**, in consideration of the above premises and respective covenants and agreements hereinafter set forth, the Parties agree to amend the Original Contract as follows:

1. **Defined Terms.** Defined terms not otherwise defined herein shall have the meaning set forth in the Original Contract.
2. **Term.** Section 1 of the Agreement is hereby amended to provide that the Original Contract terminates on December 31, 2012.
3. **Allocation.** The Allocation established under Section 3.A (Compensation/Taxes) of the Original Contract shall "not exceed \$106,429.00" for the calendar year 2012. However, if the Arizona Corporation Commission does not approve the APS 2012 DSM Implementation Plan Energy Wise Low Income Weatherization Program budget as stated in APS' filing, then the allocation amount for the 2012 calendar year shall be adjusted based on the ACC's ruling.
4. **Final Invoice.** A final invoice for calendar year 2012 shall be submitted to the third party coordinator and APS by December 14, 2012. For work performed after that date and to December 31, 2012, a final invoice setting forth expenses must be emailed to the APS program coordinator and the third party coordinator no later than January 4, 2013. Reimbursement for late invoices for work performed in 2012 will be considered for reimbursement on a case-by-case basis and will be subject to funds availability.
5. **Remaining Terms Unchanged.** Except as modified in this Amendment No. 7, all other terms and conditions of the Original Contract shall remain unchanged.
6. **See attachment "A" Attached and made a part of.**

IN WITNESS WHEREOF, the authorized representatives of both Parties have executed this Amendment No. 007, effective as of the date first above written:

**GILA COUNTY DIVISION OF  
COMMUNITY SERVICES**

  
(signature)


Tommie C. Martin

Chairman, Gila County Board of Supervisors

12/20/11

(date)

**ARIZONA PUBLIC SERVICE COMPANY**

  
(signature)

Darrin Batchelor

Darrin Batchelor

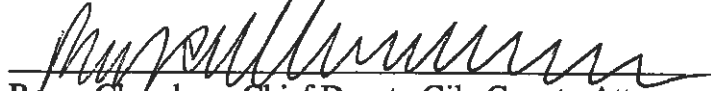
Buyer Lead

(title)

11-15-11

(date)

APPROVED AS TO FORM:

  
Bryan Chambers, Chief Deputy Gila County Attorney

12-20-2011  
Date

## **ATTACHMENT "A"**

### **(Arizona Public Service)**

#### **LEGAL ARIZONA WORKERS ACT COMPLIANCE**

Firm hereby warrants that it will at all times during the term of this Contract comply with all federal immigration laws applicable to Firm's employment of its employees, and with the requirements of A.R.S. § 23-214 (A) (together the "State and Federal Immigration Laws"). Firm shall further ensure that each subcontractor who performs any work for Firm under this contract likewise complies with the State and Federal Immigration Laws.

County shall have the right at any time to inspect the books and records of Firm and any subcontractor in order to verify such party's compliance with the State and Federal Immigration Laws.

Any breach of Firm's or any subcontractor's warranty of compliance with the State and Federal Immigration Laws, or of any other provision of this section, shall be deemed to be a material breach of this Contract subjecting Firm to penalties up to and including suspension or termination of this Contract. If the breach is by a subcontractor, and the subcontract is suspended or terminated as a result, Firm shall be required to take such steps as may be necessary to either self-perform the services that would have been provided under the subcontract or retain a replacement subcontractor, (subject to County approval if MWBE preferences apply) as soon as possible so as not to delay project completion.

Firm shall advise each subcontractor of County's rights, and the subcontractor's obligations, under this Article by including a provision in each subcontract substantially in the following form: "Subcontractor hereby warrants that it will at all times during the term of this contract comply with all federal immigration laws applicable to Subcontractor's employees, and with the requirements of A.R.S. § 23-214 (A). Subcontractor further agrees that County may inspect the Subcontractor's books and records to insure that Subcontractor is in compliance with these requirements. Any breach of this paragraph by Subcontractor will be deemed to be a material breach of this contract subjecting Subcontractor to penalties up to and including suspension or termination of this contract."

Any additional costs attributable directly or indirectly to remedial action under this Article shall be the responsibility of Firm. In the event that remedial action under this Article results in delay to one or more tasks on the critical path of Firm's approved construction or critical milestones schedule, such period of delay shall be deemed excusable delay for which Firm shall be entitled to an extension of time, but not costs.

#### **ANTI-TERRORISM WARRANTY**

Pursuant to A.R.S. §35-397 the Firm certifies that it does not have scrutinized business operations in Iran or Sudan and that they are in compliance with the Export Administration Act and not on the Excluded Parties List.

#### **CANCELLATION**

This agreement is subject to cancellation pursuant to A.R.S. § 38-511.



When recorded deliver to  
Marian Sheppard, BOS



---

## **CAPTION HEADING:**

**Amendment No 6 to Contract No. 700518523**

**Between**

**Gila County Community Services, (Community Action Program)**

**And**

**Arizona Public Service**

**DO NOT REMOVE**

**This is part of the official document**

## AMENDMENT NO. 6

TO

### Agreement for Energy Wise Low Income Weatherization Program Implementation between the Gila County Division of Health and Community Services and Arizona Public Service Company

THIS AMENDMENT NO. 6 is entered into effective as of the 1st day of January, 2011, by and between Arizona Public Service Company, an Arizona corporation, with offices at 400 North 5<sup>th</sup> Street, Phoenix, Arizona 85004 ("APS") and the Gila County Division of Health and Community Services, the Contractor, with offices at 5515 South Apache Avenue, Globe, Arizona 85501 ("Counterparty"). ("APS" and "Counterparty" are referred to herein individually as "Party" and collectively as the "Parties").

**WHEREAS**, APS and Counterparty are Parties to that certain Agreement for Energy Wise Low Income Weatherization Program Implementation between APS and Counterparty, Contract No. 700518523, dated effective as of the 1st day of January, 2008 (the "Original Contract"); and,

**WHEREAS**, the Parties desire to make mutually agreed upon changes;

**NOW THEREFORE**, in consideration of the above premises and respective covenants and agreements hereinafter set forth, the Parties agree to amend the Original Contract as follows:

1. Defined Terms. Defined terms not otherwise defined herein shall have the meaning set forth in the Original Contract.
2. Term. Section 1 of the Agreement is hereby amended to provide that the Original Contract terminates on December 31, 2011.
3. Allocation. The Allocation established under Section 3.A (Compensation/Taxes) of the Original Contract shall "not exceed \$106,429.00" for the calendar year 2011.
4. Final Invoice. A final invoice for calendar year 2011 shall be submitted to the third party coordinator and APS by December 15, 2011. For work performed after that date and to December 31, 2011, a final invoice setting forth expenses must be emailed to the APS program coordinator and the third party coordinator no later than January 4, 2012. Reimbursement for late invoices for work performed in 2011 will be considered for reimbursement on a case-by-case basis and will be subject to funds availability.
5. Remaining Terms Unchanged. Except as modified in this Amendment No. 6, all other terms and conditions of the Original Contract shall remain unchanged.



IN WITNESS WHEREOF, the authorized representatives of both Parties have executed this Amendment No. 006, effective as of the date first above written:

6. See attachment "A" Attached and made a part of.

**GILA COUNTY DIVISION OF  
COMMUNITY SERVICES**

Michael A. Pastor  
(signature)

Michael A. Pastor

Chairman, Gila County Board of Supervisors

6/7/11  
(date)

**ARIZONA PUBLIC SERVICE COMPANY**

DJP  
(signature)

Darrin Batchelor  
Darrin Batchelor

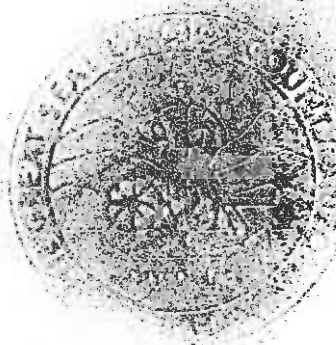
Buyer Lead  
(title)

3-25-11  
(date)

APPROVED AS TO FORM:

Bryan Chambers  
Bryan Chambers, Chief Deputy Gila County Attorney

6-7-2011  
Date



## **ATTACHMENT "A"**

### **(Arizona Public Service)**

#### **LEGAL ARIZONA WORKERS ACT COMPLIANCE**

Firm hereby warrants that it will at all times during the term of this Contract comply with all federal immigration laws applicable to Firm's employment of its employees, and with the requirements of A.R.S. § 23-214 (A) (together the "State and Federal Immigration Laws"). Firm shall further ensure that each subcontractor who performs any work for Firm under this contract likewise complies with the State and Federal Immigration Laws.

County shall have the right at any time to inspect the books and records of Firm and any subcontractor in order to verify such party's compliance with the State and Federal Immigration Laws.

Any breach of Firm's or any subcontractor's warranty of compliance with the State and Federal Immigration Laws, or of any other provision of this section, shall be deemed to be a material breach of this Contract subjecting Firm to penalties up to and including suspension or termination of this Contract. If the breach is by a subcontractor, and the subcontract is suspended or terminated as a result, Firm shall be required to take such steps as may be necessary to either self-perform the services that would have been provided under the subcontract or retain a replacement subcontractor, (subject to County approval if MWBE preferences apply) as soon as possible so as not to delay project completion.

Firm shall advise each subcontractor of County's rights, and the subcontractor's obligations, under this Article by including a provision in each subcontract substantially in the following form: "Subcontractor hereby warrants that it will at all times during the term of this contract comply with all federal immigration laws applicable to Subcontractor's employees, and with the requirements of A.R.S. § 23-214 (A). Subcontractor further agrees that County may inspect the Subcontractor's books and records to insure that Subcontractor is in compliance with these requirements. Any breach of this paragraph by Subcontractor will be deemed to be a material breach of this contract subjecting Subcontractor to penalties up to and including suspension or termination of this contract."

Any additional costs attributable directly or indirectly to remedial action under this Article shall be the responsibility of Firm. In the event that remedial action under this Article results in delay to one or more tasks on the critical path of Firm's approved construction or critical milestones schedule, such period of delay shall be deemed excusable delay for which Firm shall be entitled to an extension of time, but not costs.

#### **ANTI-TERRORISM WARRANTY**

Pursuant to A.R.S. §35-397 the Firm certifies that it does not have scrutinized business operations in Iran or Sudan and that they are in compliance with the Export Administration Act and not on the Excluded Parties List.

#### **CANCELLATION**

This agreement is subject to cancellation pursuant to A.R.S. § 38-511.



**AMENDMENT NO. 5**  
**TO**  
**Agreement for Energy Wise Low Income Weatherization Program Implementation**  
**between the Gila County Division of Health and Community Services**  
**and Arizona Public Service Company**

THIS AMENDMENT NO. 5 is entered into effective as of the 31st day of March, 2010, by and between Arizona Public Service Company, an Arizona corporation, with offices at 400 North 5<sup>th</sup> Street, Phoenix, Arizona 85004 ("APS") and the Gila County Division of Health and Community Services, the Contractor, with offices at 5515 South Apache Avenue, Globe, Arizona 85501 ("Counterparty"). ("APS" and "Counterparty" are referred to herein individually as "Party" and collectively as the "Parties").

**WHEREAS**, APS and Counterparty are Parties to that certain Agreement for Energy Wise Low Income Weatherization Program Implementation between APS and Counterparty, Contract No. 700518523, dated effective as of the 1st day of January, 2008 (the "Original Contract"); and,

**WHEREAS**, the Parties desire to make mutually agreed upon changes;

**NOW THEREFORE**, in consideration of the above premises and respective covenants and agreements hereinafter set forth, the Parties agree to amend the Original Contract as follows:

1. Defined Terms. Defined terms not otherwise defined herein shall have the meaning set forth in the Original Contract.
2. Allocation. The Allocation amount set forth in Section 3.A. shall be changed to "not to exceed \$85,131 of which \$25,131 is to be used solely for weatherization expenditures and associated program delivery costs and is exempt from the provisions in Section 3.B."
3. Remaining Terms Unchanged. Except as modified in this Amendment No. 005, all other terms and conditions of the Original Contract shall remain unchanged.

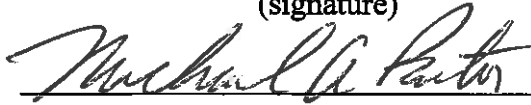
COPY

IN WITNESS WHEREOF, the authorized representatives of both Parties have executed this Amendment No. 005, effective as of the date first above written:

**GILA COUNTY DIVISION OF HEALTH  
AND COMMUNITY SERVICES**

**ARIZONA PUBLIC SERVICE COMPANY**

(signature)



Michael A. Pastor

Chairman, Gila County Board of Supervisors

6/8/10

(date)

(signature)



Teresa Orlick

Director, Customer Information & Programs

(date)

APPROVED AS TO FORM:

  
Bryan Chambers, Chief Deputy Gila County Attorney

5-19-2010

Date

**AMENDMENT NO. 4**  
**TO**  
**Agreement for Energy Wise Low Income Weatherization Program Implementation**  
**between the Gila County Division of Health and Community Services**  
**and Arizona Public Service Company**

THIS AMENDMENT NO. 4 is entered into effective as of the 1st day of January, 2010, by and between Arizona Public Service Company, an Arizona corporation, with offices at 400 North 5<sup>th</sup> Street, Phoenix, Arizona 85004 ("APS") and the Gila County Division of Health and Community Services, the Contractor, with offices at 5515 South Apache Avenue, Globe, Arizona 85501 ("Counterparty"). ("APS" and "Counterparty" are referred to herein individually as "Party" and collectively as the "Parties").

**WHEREAS**, APS and Counterparty are Parties to that certain Agreement for Energy Wise Low Income Weatherization Program Implementation between APS and Counterparty, Contract No. 700518523, dated effective as of the 1st day of January, 2008 (the "Original Contract"); and,

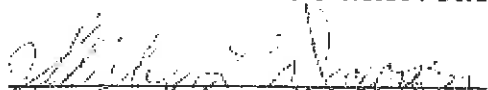
**WHEREAS**, the Parties desire to extend the term of the Original Contract and make other mutually agreed upon changes;

**NOW THEREFORE**, in consideration of the above premises and respective covenants and agreements hereinafter set forth, the Parties agree to amend the Original Contract as follows:

1. Defined Terms. Defined terms not otherwise defined herein shall have the meaning set forth in the Original Contract.
2. Term. Section I of the Agreement is hereby amended to provide that the Original Contract terminates on December 31, 2010.
3. Allocation. The Allocation amount set forth in Section 3.A. shall remain "not to exceed \$60,000".
4. Final Invoice. A final invoice for the Term shall be submitted to the third party coordinator and APS by December 15, 2010. For work performed after that date and to the end of the term, the Agency must email an estimate of expenses to the APS program coordinator and the third party coordinator no later than January 4, 2011. Reimbursement for late invoices for work performed in 2010 will be considered for reimbursement on a case by case basis.
5. Remaining Terms Unchanged. Except as modified in this Amendment No. 004, all other terms and conditions of the Original Contract shall remain unchanged.

IN WITNESS WHEREOF, the authorized representatives of both Parties have executed this Amendment No. 004, effective as of the date first above written:

**GILA COUNTY DIVISION OF HEALTH  
AND COMMUNITY SERVICES**

  
(signature)

Shirley L. Dawson

Chairman, Gila County Board of Supervisors

1/5/10  
(date)

**ARIZONA PUBLIC SERVICE COMPANY**

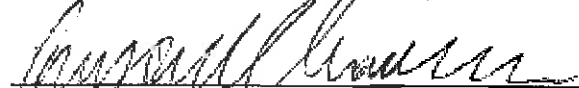
  
(signature)

Teresa Orlick

Director, Customer Information & Programs

12-04-2009  
(date)

APPROVED AS TO FORM:

  
Bryan Chambers, Chief Deputy Gila County Attorney

12 22 9  
Date



Gila County, AZ  
Linda Haught Ortega, Recorder  
12/06/2007  
12:49PM  
Doc Code: AM

Doc Id: 2007-019864  
Receipt #: 61164  
Rec Fee: 0.00

BOARD OF SUPERVISORS

When recorded deliver to:

Marian Sheppard, Chief Deputy Clerk  
Gila County Board of Supervisors  
(11/20/07 # 8E)



2007-019864

Page: 1 of 3  
12/06/2007 12:49P  
0.00

Gila County, AZ

AM



## CAPTION HEADING:

Amendment No. 3 to Purchase Order #700287483  
Between  
Gila County  
and  
Arizona Public Service  
(Original Purchase Order recorded on 08/08/06 Doc. Id. 2006-013483)

## DO NOT REMOVE

This is part of the official document



ARIZONA PUBLIC SERVICE CO  
ARIZONA PUBLIC SERVICE COMPANY  
PO BOX 53999, PHOENIX, AZ, 85072-3950

TO: GILA COUNTY COMMUNITY ACTION A  
PO BOX 1254  
GLOBE, AZ 85502-1254

# CHANGE NOTICE

No. 700287483  
Rev: 08

Original

Change Date 10/19/2007  
Page: 1

## ITEM: 01

The following changes to Item 01 have been made:

	OLD	NEW
UNIT PRICE	329,066.00	348,206.00
ITEM TOTAL VALUE	329,066.00	348,206.00
PO TOTAL VALUE	329,066.00	348,206.00

## BILL TO:

Invoice & packing list must refer to PO#, Item# and Part# to facilitate payment.

Pinnacle West Capital Corporation  
ATTN: DISBURSEMENT ACCOUNTING  
Disbursement Accting, MS 9540  
PO Box 53940  
PHOENIX, AZ 85072-3940

PAY TERMS: N/D. Pay within 30 days

PO Total Value: \$348,206.00 US Dollars

Refer all inquiries to: Sibia Manzanarez 602-371-5111, FAX #: 602-371-6112, M/S 3850  
PO BOX 53999, PHOENIX, AZ, 85072-3950

ALL OTHER TERMS AND CONDITIONS REMAIN THE SAME

	Company	Supplier
Signature:	<u>Teresa A. Orlick</u>	
Printed Name:	<u>Teresa A Orlick</u>	
Title:	<u>Director - Customer Info &amp; Programs</u>	
Date:	<u>10/22/07</u>	

When signed by the Company, Supplier shall sign and return one (1) copy signifying acknowledgment and acceptance by Supplier. If supplier does not sign, at Company's option, performance shall be deemed acceptance.



Gila County, AZ

AM

2007-019864

Page: 2 of 3  
12/06/2007 12:49P  
0.00



2007-019864

Page: 3 of 3

12/06/2007 12:49P

0.00

Gila County, AZ

AM

Amendment No. 3 to the Energy Wise Weatherization Program Agreement (weatherization portion) for the July 1, 2006 to December 31, 2007 term acknowledged and agreed to:

Teresa A. Orlick  
Signature

Jose M. Sanchez  
Signature

Teresa A. Orlick  
Printed Name

Jose Sanchez  
Printed Name

Director Customer Information & Prog.  
Title

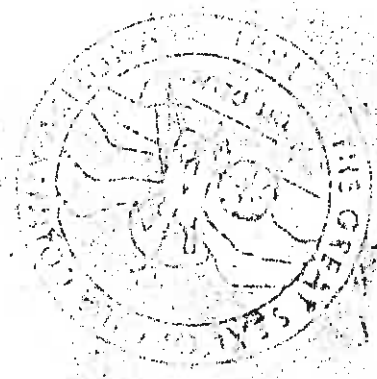
Chairman, Gila County Board of Supervisors  
Title

10/25/07  
Date

11-20-07  
Date

Approved as to form:

Bryan B. Chambers  
Bryan B. Chambers  
Chief Deputy County Attorney





Gila County, AZ  
Linda Haught Ortega, Recorder  
12/06/2007  
12:49PM  
Doc Code: AM

Doc Id: 2007-019865  
Receipt #: 61164  
Rec Fee: 0.00

BOARD OF SUPERVISORS

When recorded deliver to:

Marian Sheppard, Chief Deputy Clerk  
Gila County Board of Supervisors  
(11/20/07 #180)



2007-019865

Page: 1 of 3

12/06/2007 12:49P  
0.00

Gila County, AZ

AM



## CAPTION HEADING:

Amendment No. 2 to Purchase Order #700287483  
Between  
Gila County  
and  
Arizona Public Service  
(Original Purchase Order recorded on 08/08/06 Doc. Id. 2006-013483)

## DO NOT REMOVE

This is part of the official document

No signatures needed  
for this change order

Amendment 2



ARIZONA PUBLIC SERVICE CO  
ARIZONA PUBLIC SERVICE COMPANY  
PO BOX 53999, PHOENIX AZ, 85072-3950

CHANGE NOTICE

No. 700287483  
Rev: 07

TO: GILA COUNTY COMMUNITY ACTION A  
PO BOX 1254  
GLOBE, AZ 85502-1254

Original

Change Date 10/15/2007  
Page: 1

ITEM: 01

The following changes to Item 01 have been made:

	OLD	NEW
UNIT PRICE	270,566.00	329,066.00
ITEM TOTAL VALUE	270,566.00	329,066.00
PO TOTAL VALUE	270,566.00	329,066.00

BILL TO:

Invoice & packing list must refer to PO#, Item# and Part# to facilitate payment.

Pinnacle West Capital Corporation  
ATTN: DISBURSEMENT ACCOUNTING  
Disbursement Accting, MS 9540  
PO Box 53940  
PHOENIX, AZ 85072-3940

PAY TERMS: N/D. Pay within 30 days

PO Total Value: \$329,066.00 US Dollars

Refer all inquiries to: Sibia Manzanarez 602-371-5111, FAX #: 602-371-6112, M/S 3850  
PO BOX 53999, PHOENIX AZ, 85072-3950

ALL OTHER TERMS AND CONDITIONS REMAIN THE SAME

	Company	Supplier
Signature:	<u>Teresa A. Orlick</u>	_____
Printed Name:	<u>Teresa A. Orlick</u>	_____
Title:	<u>Director - Customer Info &amp; Programs</u>	_____
Date:	<u>10/22/07</u>	_____

When signed by the Company, Supplier shall sign and return one (1) copy signifying acknowledgment and acceptance by Supplier. If supplier does not sign, at Company's option, performance shall be deemed acceptance.



Gila County, AZ

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2007-019865

Page: 2 of 3  
12/06/2007 12:49P  
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Gila County, AZ

AM

2007-019865

Page: 3 of 3

12/06/2007 12:49P

0.00

Amendment No. 2 to the Energy Wise Weatherization Program Agreement for the July 1, 2006 to December 31, 2007 term acknowledged and agreed to:

Teresa A. Orlick  
Signature

Teresa A. Orlick  
Printed Name

Director, Customer Information & Prog.  
Title

10/25/07  
Date

Jose Sanchez  
Signature

Jose Sanchez  
Printed Name

Chairman, Gila County Board of Supervisors  
Title

11-20-07  
Date

Approved as to form:

Bryan B. Chambers  
Bryan B. Chambers  
Chief Deputy County Attorney





AMENDMENT NO. 1

TO

Agreement for Energy Wise Low Income Weatherization Program Implementation  
between the Gila County Division of Health and Community Services  
and Arizona Public Service Company

THIS AMENDMENT NO. 1 is entered into effective as of the 1st day of January, 2009, by and between Arizona Public Service Company, an Arizona corporation, with offices at 400 North 5<sup>th</sup> Street, Phoenix, Arizona 85004 ("APS") and the Gila County Division of Health and Community Services, the Contractor, with offices at 5515 South Apache Avenue, Globe, Arizona 85501 ("Counterparty"). ("APS" and "Counterparty" are referred to herein individually as "Party" and collectively as the "Parties").

WHEREAS, APS and Counterparty are Parties to that certain Agreement for Energy Wise Low Income Weatherization Program Implementation between APS and Counterparty, Contract No. 700518523, dated effective as of the 1st day of January, 2008 (the "Original Contract"); and,

WHEREAS, the Parties desire to extend the term of the Original Contract and make other mutually agreed upon changes;

NOW THEREFORE, in consideration of the above premises and respective covenants and agreements hereinafter set forth, the Parties agree to amend the Original Contract as follows:

1. Defined Terms. Defined terms not otherwise defined herein shall have the meaning set forth in the Original Contract.
2. Term. Section 1 of the Agreement is hereby amended to provide that the Original Contract terminates on December 31, 2009.
3. Gross Household Income. Section 2.A.1.c is deleted in its entirety, and the following provision is inserted in lieu thereof:

the individual maximum gross household income of 150% of the federal guideline as defined by the Arizona Department of Economic Security ("DES"); which will remain in effect until the Arizona Corporation Commission ("ACC") amends Decision No. 68647 to incorporate the Federal Low Income Home Energy Assistance Program ("LIHEAP") maximum gross household income guideline or another maximum gross household income guideline, at which time, the individual maximum gross household income guideline will be adjusted to match the guideline specified by the ACC.
4. Allocation. The Allocation amount set forth in Section 3.A. shall be changed to "not to exceed \$60,000".
5. Bill Assistance Allocation. The Bill Assistance Allocation amount set forth in Section 3.C. shall be changed to "not to exceed \$15,707".
6. Final Invoice. A final invoice for the Term shall be submitted by December 1, 2009.
7. Remaining Terms Unchanged. Except as modified in this Amendment No. 001, all other terms and conditions of the Original Contract shall remain unchanged.

IN WITNESS WHEREOF, the authorized representatives of both Parties have executed this Amendment No. 001, effective as of the date first above written:

**GILA COUNTY DIVISION OF HEALTH  
AND COMMUNITY SERVICES**

**ARIZONA PUBLIC SERVICE COMPANY**

(signature)

Shirley L. Dawson  
Shirley L. Dawson

(signature)

Teresa A. Orlick  
Teresa Orlick

Chairman, Gila County Board of Supervisors

Director, Customer Information & Programs

2/17/09  
(date)

1/29/09  
(date)

APPROVED AS TO FORM:

Bryan Chambers  
Bryan Chambers, Chief Deputy Gila County Attorney

2/5/9  
Date

# Agreement for Energy Wise Low Income Weatherization Program Implementation between the Gila County Community Action Agency and Arizona Public Service Company

This Agreement for Energy Wise Low Income Weatherization Program Implementation (the "Agreement") is entered into as of this 1st day of January, 2008 (the "Effective Date") by and between the Gila County Community Action Agency (the "Contractor") and Arizona Public Service Company, an Arizona corporation ("APS") (Contractor and APS are individually referred to herein as "Party" and collectively referred to herein as "Parties").

## RECITALS

Whereas, on April 12, 2006, the Arizona Corporation Commission ("ACC") approved the APS Energy Wise Low Income Weatherization Program ("Program") in Decision No. 68647;

Whereas, the Contractor and APS desire to implement a comprehensive approach to affordable energy, including weatherization activities, crisis bill assistance, and energy education for APS customers;

Whereas, APS and the Contractor desire to have the Contractor coordinate and implement the Program in conjunction with existing activities for the Federal Weatherization Assistance Program ("WAP"), the Low Income Home Energy Assistance Program ("LIHEAP"), and other programs as appropriate;

Now, therefore, for and in consideration of the recitals set forth above, the respective agreements of the Parties herein set forth, and other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, the Parties do hereby agree as follows:

## AGREEMENT

### 1. TERM/TERMINATION.

This Agreement is effective on the Effective Date and terminates on December 31, 2008 (the "Term"). Notwithstanding the foregoing, either Party may terminate this Agreement upon thirty (30) days prior written notice to the other Party.

### 2. SCOPE OF SERVICES. Contractor will provide the following services (collectively, the "Services");

A. Contractor will provide repairs, reconditioning, replacement or restoration of deficiencies in a Customer's Qualified Home in order to make such homes energy efficient (collectively, the "Weatherization Services").

1. For purposes of this Agreement, an individual is a "Customer" if he or she meets the following requirements:

- a) the individual resides in Qualified Home;
- b) the Qualified Home is served by APS; and
- c) the individual has a maximum gross household income of 150% of the Federal poverty guideline as defined by the Arizona Department of Economic Security ("DES"), as adjusted by DES on a yearly basis every July 1st. (Income determination guidelines will be based on the countable income definition in the Contractors Weatherization Assistance Program guidelines.)

2. For purposes of this Agreement, a "Qualified Home" may be any of the following:

- a) an owner-occupied single family dwelling unit, which may be detached or attached to other owner-occupied dwelling units (e.g., duplex, triplex), including stationary mobile homes that have had the wheels removed and are supported by foundation or blocking;

# **Agreement for Energy Wise Low Income Weatherization Program Implementation between the Gila County Community Action Agency and Arizona Public Service Company**

- b) on a case-by-case basis and with APS' prior written consent, which consent APS may withhold in its sole and absolute discretion, a multi-family dwelling located in a structure containing more than dwelling unit (multi-family housing);
    - c) a rental property, provided that the renters provide the Contractor with the property owner's written permission for the property to receive Weatherization Services, and the property owner agrees in writing to not increase the rent for 12 months after completion of the Weatherization Services. A copy of the owner's consent and written agreement must be provided to Contractor prior to performing the Weatherization Services. For rental properties, structurally attached appliances or systems (e.g., evaporative cooler, water lines) are not eligible for the Program. Such appliances or systems are the responsibility of the property owner.
  - 3. Contractor will obtain verification of ownership of housing, appliance and/or system. The following documents will be acceptable forms of verification:
    - a) Homeowner: Deed or property tax statement; and
    - b) Renter: Receipt of purchase for the specific appliance or notarized affidavit signed by the property owner confirming that the renter is owner of the specific appliance (with serial number noted) AND proof that the property owner is the owner of the rental property (deed or property tax statement).
- B. All Weatherization Services will be implemented by the Contractor in accordance with the WAP rules as administered by the Arizona Department of Commerce Energy Office (the "Energy Office") with the following exceptions:
  - 1. Weatherization Services will be limited to those that conserve primarily electric energy;
  - 2. Waivers for exceptions in special cases not specifically addressed in ACC Decision No. 68647, docketed April 12, 2006, will not be eligible for reimbursement unless the exceptions are reviewed and approved by APS prior to commencing the work outlined in the waiver; or
  - 3. General Repairs to membranes to stop roof leaks, repairs to or replacement of non-repairable window units, repairs to or replacement of non-repairable exterior doors, restoration or replacement of ceiling areas which cannot support ceiling insulation and restoration or replacement of floor areas over "crawl spaces" which are not structurally strong enough to remain part of a building "envelope" and other similar general repairs may be done as part of Weatherization Services, provided that the entire project per individual residence is cost effective and yields at least a 1.0 benefit to cost ratio using the WAP program manual.
- C. Health and Safety Services: Install, repair, or replace window unit air conditioners or heat pumps that are prescribed by a medical doctor's order.
- D. Repair/Replacement Services: Repairs or replacements of existing utility related electric appliances/systems. When repair costs would exceed replacement costs, or when an appliance would be inoperable or unsafe even with repairs, or when an appliance is of such a vintage that it is economical to replace with an energy efficient model in accordance with guidelines established by the Energy Office, then the item shall be replaced instead of repaired. This service is available only for Customer's in a Crisis Situation, therefore an Assessment is not required prior to performing this Service. Appliances eligible for Repair/Replacement Expenditures are limited to air conditioners, heat pumps, evaporative coolers, refrigerators, and water heaters. The Allocation may not be used to provide for maintenance of these appliances/systems. Inspection of the repair or replacement after completion of the work is to be made by a Contractor representative.

# **Agreement for Energy Wise Low Income Weatherization Program Implementation between the Gila County Community Action Agency and Arizona Public Service Company**

- E. WAP Coordination (Piggyback Program Component). Where possible, the Program will be coordinated by Contractor with or piggybacked onto WAP to achieve maximum cost effectiveness and expand the scope of Weatherization Services to be performed on each Qualified Home.
- F. Parallel Weatherization (Stand Alone Program Component). A stand alone program will be utilized by Contractor for those Customers who cannot otherwise be served due to lack of federal or local program funding or who are ineligible for WAP due to being previously weatherized, but who are in need of Weatherization Services.
- G. Energy Education.
  - 1. Contractor shall provide energy education which shall be designed to educate, promote, and assist the Customers on the efficient use of electricity and the benefits of Weatherization Services.
  - 2. Any energy education program will inform the Customers on how their behavior affects energy consumption, efficiency, cost, health and safety so the Customers can make better choices regarding the management of energy usage and its impact on their electric bill.
  - 3. The Contractor may designate energy educators (the "Energy Educator") as responsible for delivering energy education by visiting homes participating in the Weatherization portion of the Program. The Energy Educators may be intake workers, case managers, and/or weatherization crew members.
  - 4. When called upon by the Weatherization Program representative to provide the education services set forth above, the Energy Educator will perform a "walk through" review of the residence to discover the particular sources of energy waste in the home, explain the results of the review to all household members present at the time of the review, and provide recommendations for improving efficiencies in energy usage.
  - 5. If the Energy Educator provides an in-home "walk through" educational visit for a home participating in the Weatherization portion of the Program, the Contractor may invoice APS for a one-time per home fee of \$25 to cover costs associated with energy education. This fee will be deducted from the Allocation.
- H. Program Promotion.
  - 1. The Contractor may, with the Customer's prior written consent, place a sticker provided by APS on the Qualified Home's door or front window that will identify the home as having received Weatherization Services.
  - 2. With the Customer's prior written consent, the Contractor may place signage provided by APS in the front of the property during the Weatherization Services. Contractor will remove the sign when the workers leave the property for more than 24 hours.
- I. Implementation.
  - 1. The Contractor will obtain the Customer's prior written consent and approval for APS to provide the Customer's utility bill history information, including the historic usage of energy by kilowatt hours or therms, to the Contractor.

## **Agreement for Energy Wise Low Income Weatherization Program Implementation between the Gila County Community Action Agency and Arizona Public Service Company**

2. The Contractor will conduct the on-site energy audit and detailed inspection of the Qualified Home and appliances using current building science technologies, such as blower doors, duct blasters, flow hoods, infrared heat sensors; analysis of appliances using amp meters and refrigerant pressure gages, and will prepare a report that delineates any deficiencies (the "Assessment") and analyze cost effectiveness in accordance with the Arizona Department of Commerce Energy Office Weatherization Assistance Program Rules.
3. The Contractor will prioritize the Weatherization Services for each Qualified Home based on cost effectiveness and will implement as many Weatherization Services on each Qualified Home, up to a maximum of \$6,000.00 per Qualified Home in any 12-month period, not including Program Delivery Expenditures, subject to the overall cap of the Allocation.

**J. Bill Assistance.** The Contractor will pay electric bills for eligible Customers who are in a Crisis Situation. Contractor shall not pay electric bills for any other Customer.

1. A Customer is in a "Crisis Situation" if the Customer meets all of the following criteria:
  - a) must be a resident of Arizona;
  - b) must not be a resident of an institution. Institutions include:
    - i) hospitals;
    - ii) licensed domiciliary care facilities (family care homes, homes for the aged and family care homes for developmentally disabled adults);
    - iii) intermediate care facilities;
    - iv) skilled nursing facilities or homes;
    - v) alcohol and drug rehabilitation centers or treatment program;
    - vi) dormitories;
    - vii) temporary protective facilities, such as domestic violence shelters, etc.; or
    - viii) prisons;
  - c) for a resident of public housing, the individual must have an obligation to pay the utility bill directly to APS on an ongoing basis; and
  - d) the individual must have had: (i) a loss or reduction of income; (ii) unexpected or unplanned expenses that caused a lack of resources; or (iii) a condition has occurred or exists that endangers the health or safety of the household.
2. A group of individuals in a single residence for which energy is purchased in common is defined herein as a "Household." A Household is eligible for bill assistance for one payment during any 12-month period.
3. A Household may receive up to \$400 to cover a current or past due APS bill, but may not receive funds to pay APS bills from former residences.

**K. Case Management.**

1. APS may refer payment troubled and high use low-income customers to the Contractor for participation in the Program.
2. Customer caseworkers may refer clients to APS Customer Service for information about and enrollment in suitable rate and billing programs, such as Time of Use rates, Equalizer payment, and APS' Energy Support Program (E-3) which is a discount program for low-income customers.

# **Agreement for Energy Wise Low Income Weatherization Program Implementation between the Gila County Community Action Agency and Arizona Public Service Company**

## **L. Program Coordination.**

1. APS' may at its option retain a third party manager to coordinate the Program. If APS elects to retain a third party, the third party will serve as the coordinator for all APS Weatherization Services and bill assistance activities that are within APS' service territory. In this capacity, the coordinator will:
  - a) act as liaison between APS and the Contractor for program coordination and implementation;
  - b) serve as a central point for invoicing, tracking, validating and reporting weatherization program activities to APS; and
  - c) identify technical assistance needs and develop and coordinate training.
  - d) Encourage the dissemination of energy education information by the Energy Educator to all Customers participating in the weatherization portion of the Program.
  - e) Assist APS in developing and delivering communications to promote the Program.
2. All household Weatherization Services and bill assistance related data will be entered into a database approved by APS. The database is to be kept current and confidential.

## **M. Documentation. The following documentation will be kept on file in the Customer file at the Contractor's offices and will be available for review by APS until such a time that APS deems it unnecessary for audit purposes:**

1. Community action client application form with appropriate documentation attached. This application is currently being used for DES LIHEAP program.
2. Weatherization Services application-specific information form.
3. Energy assistance program fuel information release form. Indicates the energy supplier is APS.
4. Documentation required by Section 2.A.2 with respect to a Qualified Home.
5. Household Characteristics Form.
6. Pressure Diagnostic Report (where applicable).
7. Combustion Safety Report (where applicable).

## **3. COMPENSATION/TAXES.**

- A. APS shall reimburse Contractor for Authorized Expenditures in an amount not to exceed \$60,000.00 for the Term (the "Allocation"). Unused portions of the Allocation are not carried over beyond the Term. The Allocation is based on an estimate of the number of low-income customers living in the areas served by APS. The Allocation may be adjusted by APS as the number of qualified customers served by APS changes and as the Contractor demonstrates its ability to manage the funds provided by APS.

1. The "Authorized Expenditures" consist of the following:
  - a) Weatherization Expenditures. Expenditures for the Contractor's direct costs of providing Weatherization Services, including:

# **Agreement for Energy Wise Low Income Weatherization Program Implementation between the Gila County Community Action Agency and Arizona Public Service Company**

- (i) Preparation and performance of the Assessment;
    - (ii) analysis of appliances using amp meters and refrigerant pressure gages;
    - (iii) visual inspection of the property;
    - (iv) Contractor labor;
    - (v) materials;
    - (vi) contract labor;
    - (vii) General Repairs; and
    - (viii) Energy Education fee as specified in Section 2.G.5.
  - b) Expenditures for Health and Safety Services.
  - c) Expenditures for Repair/Replacement Services.
  - e) Program Delivery Expenditures. Reasonable out-of-pocket costs incurred by the Contractor to provide Weatherization Services, Health and Safety Services, and Repair/Replacement Services to Customers that would not be incurred if those Services were not provided, including: vehicle mileage; tools; employee related expenses such as social security, Medicare, etc.; equipment rental; cost allocated shares of office and management expenses; expenses for technical training of field technicians.
  - f) Bill Assistance expenditures provided under Section 2.J.
  - g) Bill Assistance Program Delivery Expenditures. Reasonable out-of-pocket costs incurred by the Contractor to provide Bill Assistance that would not be incurred if those Services were not provided, including: vehicle mileage; tools; employee related expenses such as social security, Medicare, etc.; cost allocated shares of office and management expenses.
- B. In addition, the following limitations apply to the distribution of the Allocation among the Authorized Expenditures:
- 1. Weatherization Expenditures: maximum of 100% of the Allocation.
  - 2. Health and Safety Expenditures: maximum of 2% of Weatherization Expenditures.
  - 3. Repair/Replacement Expenditures: maximum of 10% of Weatherization Expenditures.
  - 4. Bill Assistance: maximum of \$15,707.00. If other agencies participating in the Program under spend their Bill Assistance allowance, APS may authorize additional expenditures for this Program component.
  - 5. Program Delivery Expenditures: maximum of 20% of the combined Weatherization Expenditures, Health and Safety Expenditures, and Repair/Replacement Expenditures. Program Delivery Expenditures are funded from the Allocation and are not in addition to the Allocation.
  - 6. Bill Assistance Delivery Expenditures: maximum of 10% of Bill Assistance. Bill Assistance Delivery Expenditures are funded from the Bill Assistance Allocation.
- C. The Contractor will submit to APS within 30 days of the Effective Date, a budget for the Term showing a projected best estimate of how funds will be spent month by month. The budget will include allocations to each of the Authorized Expenditures. The Weatherization budget shall include Weatherization Expenses, Health and Safety Expenses, Repair/Replacement Expenses, and the Weatherization portion of the program delivery expense. The Bill Assistance budget shall include the bill assistance and the bill assistance portion

# **Agreement for Energy Wise Low Income Weatherization Program Implementation between the Gila County Community Action Agency and Arizona Public Service Company**

of the program delivery expense. The Contractor will make a good faith effort to manage expenditures to meet the budgeted amounts on a monthly basis.

- D. The Contractor will submit all invoices to APS or the third party contractor within 30 working days following the last day of the month in which work is completed.
- E. APS or the Third Party Coordinator if so designated will review the weatherization expenditures for compliance with the Program and will process the invoice and APS will make payment to the Contractor within 30 days of receipt of the invoice from the Third Party Coordinator. Weatherization expenditures for items that are not within the scope of this Agreement or not covered by a pre-approved waiver will be disallowed and the invoice will be returned to the Contractor with the specific items highlighted. The Contractor may resubmit the invoice with further explanation for review by APS. If the weatherization expenditures are deemed to comply with the terms of this Agreement, APS will reimburse the Contractor for those items; otherwise, they will be disallowed and ineligible for reimbursement.
- G. Until further notice, the Contractor will send monthly invoices to:  
  
Arizona Community Action Association  
Executive Director  
2700 N 3<sup>rd</sup> Street, Suite 3040  
Phoenix, AZ 85004
- H. Each invoice shall include itemized expenditures by APS Customer account number broken into the following categories: Weatherization Expenditures; Health and Safety Expenditures; Repair/Replacement Expenditures; Bill Assistance costs and Bill Assistance Delivery Expenditures; Program Delivery Expenditures costs by category; and Energy Education fees.
- I. As between APS and the Contractor, the Contractor shall be responsible for any taxes that may be levied or imposed upon the transactions contemplated by this Agreement.

## **4. GENERAL TERMS AND CONDITIONS.**

### **A. Warranties.**

- 1. Contractor's Warranties. The Contractor warrants that the Services shall: (a) be performed and completed in a thorough, safe and workmanlike manner; (b) be free from defects in design, workmanship, and title; (c) otherwise conform to this Agreement; (d) be of the standard and quality generally recognized and accepted within its industry or profession throughout the United States; (e) be performed in compliance with all applicable laws, rules, regulations, codes, standards, ordinances and orders of regulatory authorities having jurisdiction over the activities contemplated by this Agreement.
- 2. Disclaimer of Warranties by APS. APS is only providing funding to the Contractor to enable it to afford and provide the Services to the Customers. APS is not involved in the selection or implementation of the Services provided. Accordingly, **all warranties of any kind or nature are hereby disclaimed by APS whether statutory, express or implied, including, without limitation, the warranty of merchantability, fitness for purpose or arising from course of dealing or usage of trade. The total cumulative liability of APS for all claims of any kind arising from or relating to this Agreement, whether such claims are based on contract, warranty, tort (including negligence), strict liability, contribution or otherwise, shall not exceed the unused portion of the Allocation.**

# **Agreement for Energy Wise Low Income Weatherization Program Implementation between the Gila County Community Action Agency and Arizona Public Service Company**

- B. **Independent Contractor.** The Parties will act as independent contractors and neither Party will act as agent for or partner of the other Party for any purpose whatsoever, and the employees of one will not be deemed employees of the other. Nothing in this Agreement will grant to either Party, the right to make commitments of any kind for or on behalf of the other Party without prior written consent of the other Party.
- C. **Limitation of Liability.**
1. Neither Party, nor its respective officers, directors, employees, agents, advisors, representatives, affiliates, or successor or assigns shall be liable to the other Party for any indirect, consequential, special, punitive or exemplary damages for any actions resulting from or arising out of this Agreement, whether based on contract, tort (including, but not limited to, negligence), strict liability, professional liability, contribution, or otherwise, provided, however, that this limitation of liability shall not apply to the extent: (a) that APS is entitled to indemnification from the Contractor as a result of a third party action as set forth in Section 4.D, Indemnification, or (b) losses arise from a breach of Contractor's obligations of confidentiality under Section 4.F, Confidentiality and Advertising.
  2. The Contractor assumes all risks with respect to the selection of contractors and subcontractors who will perform Weatherization Services as contemplated by this Agreement and the sale and/or distribution of Weatherization.
- D. **Indemnification.** To the fullest extent permitted by law, the Contractor shall indemnify, defend, and hold harmless APS and its officers, directors, employees, agents, advisers, representatives, and affiliates (collectively, an "APS Indemnitee") for, from and against any and all liabilities, losses, damages, fines, penalties, and costs and expenses of any kind or nature, whether or not covered by insurance, including reasonable attorneys' fees and expenses, that any APS Indemnitee may incur in connection with any claim, action, dispute, demand, or right of action, whether in law or in equity, of every kind and character arising out of, or resulting from (either directly or indirectly): (a) any bodily injury, including death, to any person, or any damage or destruction of any tangible property, to the extent caused by any willful, wanton or reckless misconduct or any negligent or intentional act or omission (including acts or omissions resulting in strict liability) of Contractor, its officers, employees, agents (including, any contractors or subcontractors of the Contractor), and suppliers; or (b) any actual or alleged infringement, misuse, derogation, or violation of any third party intellectual property. If a third party asserts a claim against an APS Indemnitee, the APS Indemnitee will give written notice to the Contractor promptly after the APS Indemnitee has actual knowledge of any claim as to which indemnity may be sought. The failure to give notice of the claim as required by the preceding sentence will not relieve the Contractor of its indemnification obligations except to the extent that the Contractor is materially damaged as a result of such failure. The APS Indemnitee will permit the Contractor (at the expense of the Contractor) to assume the defense of any claim or any litigation resulting therefrom, provided that (a) the counsel for the Contractor who conducts the defense of such claim or litigation is reasonably satisfactory to the APS Indemnitee, and (b) the APS Indemnitee may participate in such defense at their own expense. If the APS Indemnitee determines in good faith that the conduct of the defense of any claim might adversely affect any APS Indemnitee's ability to conduct its business, or that the APS Indemnitee may have available to it one or more legal defenses that are different from, additional to, or inconsistent with those that may be available to the Contractor, the APS Indemnitee will have the right to participate in the defense of such action at the Contractor's expense. Neither the Contractor nor the APS Indemnitee may settle or compromise any claim without the prior written consent of the other party, which consent shall not be unreasonably withheld. The APS Indemnitee will have the right to defend any claim, at the Contractor's expense, if the Contractor does not undertake the defense of the claim. In any event, the Contractor and the APS Indemnitee will cooperate in the defense of any claim and the records of each will be available to the other with respect to such defense.

# **Agreement for Energy Wise Low Income Weatherization Program Implementation between the Gila County Community Action Agency and Arizona Public Service Company**

- E. **Confidentiality and Advertising.** All nonpublic information that APS provides to the Contractor or that the Contractor acquires from any source in connection with this Agreement shall be deemed to be APS' confidential information ("APS Confidential Information"). APS Confidential Information includes, but is not limited to: (a) Customer specific information, including Customer's utility bill information history; (b) any reports, specifications, know-how, strategies or technical data, processes, business documents or information, market research or other data, customer or client lists, and all other information concerning the business and affairs of APS that are owned, used, or possessed by or for the benefit of APS; (c) APS intellectual property; and (d) confidential information or materials obtained by the Contractor from a third party in connection with performance of its obligations under this Agreement.

The Contractor shall not make copies, reproductions, abstracts or excerpts of the APS Confidential Information in whole or in part, except as authorized by APS. All copies, reproductions, excerpts or abstracts are deemed to be APS Confidential Information to the same extent as any originals. Upon APS' request at any time or upon the expiration of the Term, the Contractor shall promptly return to APS all APS Confidential Information and all copies thereof or other physical embodiments of the APS Confidential Information.

The Contractor agrees that any and all of the APS Confidential Information shall be maintained in confidence by the Contractor indefinitely. APS Confidential Information may not be disclosed by the Contractor to any person other than the Contractor's personnel, employees or agents who require knowledge of the APS Confidential Information in order to perform its obligations under this Agreement. The Contractor further agrees that such APS Confidential Information shall be used solely in connection with the Contractors performance of its obligations hereunder, and for no other purpose, and that all persons to whom the Contractor discloses the APS Confidential Information shall be advised of its confidential nature and of the Contractor's obligations of confidentiality and non-use under this Agreement. The Contractor shall be responsible for any disclosure or use of APS Confidential Information by persons to whom Contractor provided the APS Confidential Information that is not in accordance with this Agreement.

The name of APS or any of its affiliates shall not be used in any advertising or other promotional context by the Contractor or its contractors or subcontractors without the prior written consent of APS (which may be withheld by APS in its sole discretion).

- F. **Dispute Resolution/Attorneys Fees.** If a dispute arises concerning this Agreement, a meeting of the Parties shall be held within 10 business days after either Party gives the other Party written notice of the dispute (the "Dispute Notice"). The Dispute Notice shall set forth in reasonable detail the aggrieved Party's position and its proposal for resolution of the dispute. A representative of each Party who has authority to resolve the dispute shall be in attendance at all meetings. If the dispute is not resolved within 30 calendar days after the first meeting of the Parties, either Party is free to use any other available remedy, including litigation. The Dispute Notice and 30-day discussion period are conditions precedent to each Party's right to resort to any other method. A Party's failure to comply with this Section shall entitle the other Party to recover its costs and reasonable attorney's fees in any judicial proceedings that circumvent this dispute resolution provision. The prevailing Party in any proceedings instituted by either Party regarding a dispute concerning this Agreement shall be entitled to recover its reasonable attorney's fees, costs, and expenses.
- G. **Severability.** If any term or condition of this Agreement is held to be invalid, void, or otherwise unenforceable by any court of competent jurisdiction, that holding shall not affect the validity or enforceability of any other term or condition of this Agreement, unless enforcing the balance of this Agreement would deprive either party of a fundamental benefit of its bargain.
- H. **Disclaimer of Third Party Beneficiaries.** There are no persons or entities other than those who are signatory to this Agreement that are intended to be benefited by the terms contained herein and except to the extent a person or entity is entitled to indemnification pursuant to Section 4.D, all third party beneficiaries are hereby disclaimed.

# **Agreement for Energy Wise Low Income Weatherization Program Implementation between the Gila County Community Action Agency and Arizona Public Service Company**

- I. **Survival.** Termination of this Agreement shall not relieve either Party of any obligation under this Agreement which expressly or by implication survives termination of this Agreement, including its obligations under the following section headings: Insurance Coverages, Indemnification, Limitation of Liability, Warranties, Records and Auditing, Confidentiality and Advertising, Governing Law, Dispute Resolution/Attorney's Fees.
- J. **Entire Agreement:** This Agreement contains the final and complete agreement between the Parties for performance of the Services specified herein and supersedes all prior and contemporaneous conduct, agreements, statements, representations, negotiations, course of conduct, course of dealing, and communications pertaining to those Services, whether written or oral.
- K. **Governing Law.** This Agreement shall be governed by and interpreted in accordance with the laws of the State of Arizona and of the United States without giving effect to the doctrine of conflict of laws. This Agreement shall be deemed made and entered into in Maricopa County, Arizona. Any suit to enforce this Agreement shall be instituted only in the Superior Court of Maricopa County, Arizona, or the Federal District Court for the District of Arizona, and such Courts shall have the exclusive jurisdiction.
- L. **Preservation of Rights.** The Parties further agree that this Agreement shall not in any way be deemed a waiver, abrogation, impairment or amendment of any other agreement between the Contractor and APS, including but not limited to (i) lease(s) entered into by APS, either alone or as a co-tenant with others, and the Contractor, and (ii) federal grant(s) of rights-of-way issued to APS, either alone or as a co-tenant with others, by the United States. Except as expressly provided in this Agreement, this Agreement and the actions of the Parties contemplated under such Agreement are not intended, nor shall they be deemed, to constitute any waiver, consent or admission with respect to the existence or lack of regulatory, taxing, or adjudicatory authority or jurisdiction of the Contractor over APS.
- M. **Notices and Designated Representatives.** All notices required to be given by this Agreement will be given in person, by certified United States Mail, postage prepaid, return receipt requested, or by telecopier (confirmed by the mailing of the original in the manner as abovementioned). All notices shall be deemed given when received. Notices shall be directed to the Parties as follows:

If to APS:  
Arizona Public Service Company  
P.O. Box 53999  
Phoenix, Arizona 85072-3999  
Designated Representative:  
Jerry Mendoza, Mail Station 8666  
Phone: (602) 250-2243  
Fax: (602) 250-3371

If to Contractor:  
Gila County Community Action Agency  
5515 S Apache Ave., Suite 200  
Globe, AZ 85501  
Designated Representative:  
Malissa Buzan  
Housing Services Program Manager  
Phone: (928) 425-7631, ext. 8693  
Fax: (928) 425-9468

# Agreement for Energy Wise Low Income Weatherization Program Implementation between the Gila County Community Action Agency and Arizona Public Service Company

Notices shall be effective: (a) on the date delivered by personal delivery, facsimile, or electronic mail; (b) three (3) business days following the date deposited in the United States mail; or (c) the next business day following delivery to a reputable overnight delivery service. Notices and communications shall be delivered or mailed to the Parties' designated representatives named above.

Designated representatives of either Party may be changed at any time upon providing the other Party prior written notice of such change.

- O. Assignment. Neither Party will assign, transfer or otherwise dispose of its rights or obligations under this Agreement or any interest therein, without the other Party's prior written consent, which will not be unreasonably withheld or delayed.
- P. Amendments and Modifications. This Agreement can be modified or rescinded only by a writing signed by both parties or their duly authorized agents. No course of dealing or oral changes between the parties will be effective or legally binding as an amendment to this Agreement.
- Q. Records and Auditing. Contractor shall maintain accurate and complete records relating to its performance of this Agreement, including accounting records in support of all billings to Company. These records shall be retained by Contractor and be reasonably available for Company's inspection and audit for 4 years after completion or termination of this Agreement.
- R. Waiver. A Party's failure or delay in enforcing the terms and conditions of this Agreement or in insisting upon strict performance of any of the other Party's obligations shall not be interpreted as a waiver thereof. Waiver of any provision of this Agreement by either Party shall only be effective if in writing and shall not be interpreted as a waiver of any subsequent breach or failure under the same or any other provision of this Agreement. No conduct, statement, course of conduct course of dealing, oral expression, or other action shall be construed as a waiver.
- S. Waiver of Jury Trial. THE PARTIES WAIVE TRIAL BY JURY AND AGREE THAT ANY ACTION TO ENFORCE THIS AGREEMENT SHALL BE TO THE JUDGE WITHOUT A JURY.

IN WITNESS WHEREOF, this Agreement has been executed by the Parties as of the Effective Date.

ARIZONA PUBLIC SERVICE COMPANY

CONTRACTOR

By: Teresa A. Arbel

By: Joe M. Lynch

Title: Director - Customer Information Programs

Title: Chairman of Gila County Board of Supervisors

Approved as to form:

Bryan Chambers  
Chief Deputy County Attorney





## *GILA COUNTY ATTORNEY*

*Bradley D. Beauchamp*

Re: County Attorney's Office "approval as to form" of contract or agreement.

To whom it may concern:

The County Attorney's Office has reviewed the contract or agreement attached to this agenda item and has determined that it is in its proper form and is within the powers and authority granted under the laws of this state to the public agency requesting the County Attorney's Office review.

### **Explanation of the Gila County Attorney's Office "Approval as to Form" Review**

The Gila County Attorney's Office is often called upon to review contracts and other agreements between public entities represented by the County Attorney and private vendors, contractors, and individuals.

In performing this review, the County Attorney's Office reviews these contracts to see that they are in "proper form" prior to their execution. "Proper form" means that the contract conforms to fundamental contract law, conforms to specific legislative requirements, and is within the powers and authority granted to the public agency. It does not mean that the County Attorney's Office approves of or supports the policy objectives contained in the contract. That approval is solely the province of the public agency through its elected body.

The public agency or department submitting the contract for review has the responsibility to read and understand the contract in order to completely understand its obligations under the contract if it is ultimately approved by the public entity's board. This is because while the County Attorney's Office can approve the contract as to form, the office may not have any idea whether the public agency has the capacity to actually comply with its contractual obligations. Also, the County Attorney's Office does not monitor contract compliance. Hence the public entity or

submitting department will need to be prepared to monitor their own compliance. A thorough knowledge of the provisions of the contract will be necessary to monitor compliance.

Before signing a contract “approved as to form,” the County Attorney’s Office will answer any questions or concerns the public agency has about the contract. It is the responsibility of the public agency or department submitting the contract for review to ask any specific questions or address any concerns it has about the contract to the County Attorney’s Office at the same time they submit the contract for review. Making such an inquiry also helps improve the County Attorney’s Office review of the contract because it will help focus the review on specific issues that are of greatest concern to the public agency. Failing to make such an inquiry when the agency does have issues or concerns will decrease the ability of the County Attorney’s Office to meaningfully review the agreement.

**ARF-2044**

**Consent Agenda Item 4. E.**

**Regular BOS Meeting**

**Meeting Date:** 09/03/2013

Submitted For: Eric Mariscal, Submitted By: David Rogers, Systems & Network  
Elections Communications Analyst, Asst County  
Director Manager/Library District

Department: Elections Department

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Information

Request/Subject

Approval of an Amendment to an Order to Call a Special Recall Election to be held on November 5, 2013, for the purpose of recalling Pleasant Valley Fire District Board Member David Braswell.

Background Information

On July 16, 2013, the Board of Supervisors approved an Order to Call a Special Recall Election for the Pleasant Valley Fire District. In the Order the replacement site was to be at the Young Public Library. After communications with the Pleasant Valley Fire District it was determined that the replacement site needed to be moved to the Pleasant Valley Community Center.

Evaluation

This amendment to the original order is only for a change in location of the replacement site from the Young Public Library to the Pleasant Valley Community Center. This change in location was requested by the Pleasant Valley Fire District.

Conclusion

The Board of Supervisors should approve the Amendment to the Order to Call a Special Recall Election to be held on November 5, 2013, for the Pleasant Valley Fire District in order to change the replacement site from the Young Public Library to the Pleasant Valley Community Center.

Recommendation

The Department of Elections recommends that the Board of Supervisors adopt this Amended Order.

Suggested Motion

Adoption of an Amended Order to Call a Special Recall Election to be held on November 5, 2013, for the purpose of recalling Pleasant Valley Fire District Board Member David Braswell in order to change the location of the replacement site from the Young Public Library to the Pleasant Valley Community Center.

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Attachments

Amended Order - Pleasant Valley FD Recall

Original Order - Pleasant Valley FD Recall

ARS 19-209

## **Order to Call a Special Recall Election - Amended**

### **Pleasant Valley Fire District**

AN ORDER OF THE BOARD OF SUPERVISORS OF GILA COUNTY, ARIZONA, PURSUANT TO ARIZONA REVISED STATUTES §19-209 CALLING FOR A SPECIAL RECALL ELECTION WITHIN THE BOUNDARIES OF THE PLEASANT VALLEY FIRE DISTRICT; DESIGNATING THE DATE FOR THE ELECTION; DESIGNATING THE FILING PERIOD FOR RECEIPT OF THE CANDIDATE NOMINATION PETITIONS; DESIGNATING THE LAST DAY FOR VOTER REGISTRATION; AND INVITING NOMINATION PETITIONS.

**WHEREAS**, on June 20, 2013, petitions demanding the recall of David Braswell, governing board member of the Pleasant Valley Fire District, were presented to and filed with the Gila County Department of Elections; and

**WHEREAS**, Mr. Braswell did not file a written tender to resign as a member of the District governing board by the deadline of June 27, 2013; and

**WHEREAS**, the validity of the petitions has been determined.

#### **NOW, THEREFORE IT IS HEREBY ORDERED:**

1. The petitions are found to contain a number of certified signatures that exceed the minimum number required by the constitution.
2. A special election is called to determine the recall of David Braswell, governing board member of the Pleasant Valley Fire District.
3. The election shall be held on November 5, 2013.
4. The deadline for voter registration shall be October 7, 2013.
5. The election shall be conducted by a vote-by-mail ballot.
6. The ballot replacement site shall be located at the Pleasant Valley Community Center.

**IT IS FURTHER ORDERED** that notice is hereby given as follows:

Qualified electors within the fire district are hereby invited to submit a candidate nomination petition for the position of district governing board member.

Order to Call a Special Recall Election / Braswell  
Pleasant Valley Fire District  
Page 2

Nomination packets shall be available in the Gila County Department of Elections.  
The filing period for candidate nomination petitions shall begin on August 7, 2013,  
and ending at 5:00 p.m. on September 6, 2013.

**APPROVED** this 3<sup>rd</sup> day of September 2013.

GILA COUNTY BOARD OF SUPERVISORS

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Michael A. Pastor, Chairman

Attest:

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Marian Sheppard, Clerk of the Board

## **Order to Call a Special Recall Election** **Pleasant Valley Fire District**

AN ORDER OF THE BOARD OF SUPERVISORS OF GILA COUNTY, ARIZONA, PURSUANT TO ARIZONA REVISED STATUTES §19-209 CALLING FOR A SPECIAL RECALL ELECTION WITHIN THE BOUNDARIES OF THE PLEASANT VALLEY FIRE DISTRICT; DESIGNATING THE DATE FOR THE ELECTION; DESIGNATING THE FILING PERIOD FOR RECEIPT OF THE CANDIDATE NOMINATION PETITIONS; DESIGNATING THE LAST DAY FOR VOTER REGISTRATION; AND INVITING NOMINATION PETITIONS.

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3. The election shall be held on November 5, 2013.
4. The deadline for voter registration shall be October 7, 2013.
5. The election shall be conducted by a vote-by-mail ballot.
6. The ballot replacement site shall be located at the Young Library.

**IT IS FURTHER ORDERED** that notice is hereby given as follows:

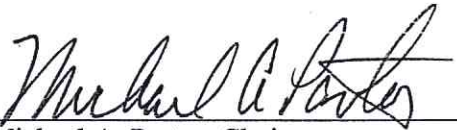
Qualified electors within the fire district are hereby invited to submit a candidate nomination petition for the position of district governing board member.

Order to Call a Special Recall Election / Braswell  
Pleasant Valley Fire District  
Page 2

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The filing period for candidate nomination petitions shall begin on August 7, 2013,  
and ending at 5:00 p.m. on September 6, 2013.

APPROVED this 16<sup>th</sup> day of July 2013.

GILA COUNTY BOARD OF SUPERVISORS

  
\_\_\_\_\_  
Michael A. Pastor, Chairman

Attest:

  
\_\_\_\_\_  
Marian Sheppard, Clerk of the Board

<a href="#">ARS TITLE PAGE</a> <a href="#">NEXT DOCUMENT</a> <a href="#">PREVIOUS DOCUMENT</a>
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19-209. [Order for special recall election](#)

A. If the officer against whom a petition is filed does not resign within five days, excluding Saturdays, Sundays and other legal holidays, after the filing as determined pursuant to section 19-208.03, the order calling a special recall election shall be issued within fifteen days and shall be ordered to be held on the next following consolidated election date pursuant to section 16-204 that is ninety days or more after the order calling the election.

B. A recall election shall be called:

1. If for a state office, including a member of the legislature, by the governor.
2. If for a county officer, or judge or other officer of the superior court in a county, by the board of supervisors of that county.
3. If for a city or town officer, by the legislative body of the city or town.
4. If for a member of a school district governing board, by the county school superintendent of the county in which the school district is located.

C. If a recall petition is against an officer who is directed by this section to call the election it shall be called:

1. If for a state office, by the secretary of state.
2. If for a county office, by the clerk of the superior court.
3. If for a city or town office, by the city or town clerk.

**ARF-2026**

**Consent Agenda Item 4. F.**

**Regular BOS Meeting**

**Meeting Date:** 09/03/2013

Submitted For: Eric Mariscal, Submitted By: Liz Mata, Administrative Clerk, Elections  
Elections Department  
Director

Department: Elections Department

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Information

Request/Subject

Beaver Valley Fire District Governing Board Member Resignation and Appointment

Background Information

ARS 48-803 (B), if a vacancy occurs on the district board other than from expiration of a term, the remaining board members shall fill the vacancy by appointment of an interim member. If the entire board resigns or for any reason cannot fulfill its duties, the Board of Supervisors shall appoint an administrator to administer the district with the same duties and obligations of the elected board. If the Board of Supervisors fails to appoint an administrator within thirty days, a special election shall be held to fill the vacancies on the fire district board.

Evaluation

Beaver Valley Fire District Board member Lee Wright tendered his resignation effective January 18, 2013. The Beaver Valley Fire District governing board appointed Sarah McAnerny to replace Mr. Wright and complete his term ending December 31, 2016.

Conclusion

Sarah McAnerny has agreed to complete the term of resigned board member Lee Wright which expires December 31, 2016.

Recommendation

The Elections Department recommends that the Board of Supervisors acknowledge the resignation of Lee Wright and the appointment of Sarah McAnerny as a newly appointed governing board member of the Beaver Valley Fire District.

Suggested Motion

Acknowledgment of the resignation of Lee Wright from the Beaver Valley Fire District and the appointment of Sarah McAnerny to fulfill Mr. Wright's unexpired term of office ending on December 31, 2016.

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Attachments

BVFD Mtg min, resig ltr., oath

**BEAVER VALLEY FIRE DISTRICT  
BOARD OF DIRECTORS REGULAR MEETING  
ON FEBRUARY 9, 2013  
FINAL**

1. **CALL TO ORDER:** Meeting was called to order at 9:06 a.m.
2. **ROLL CALL OF FIRE BOARD MEMBERS:** Chairman Keith Friend, Treasurer Ned Jolly, Pat Walker, Clerk Dick Harpster.
- NON-BOARD MEMBERS: Fire Chief Mike Williamson, Administrative Assistant Becky Friend.
3. **CHAIRMAN COMMENTS:** K. Friend commented to the board his regret at having received the resignation letter effective immediately of Lee Wright. Mr. Wright noted his frustration in dealing with the County regarding the new form the County required after Mr. Wright's recent appointment by the County. He stated they were rude, somewhat threatening over a possible fine, and lack of true help in resolving the matter. K. Friend also advised the board that he and Chief Williamson would be meeting with the WPFD Chief and Chairman of the Board next Saturday regarding the current shared paramedic agreement.
4. **APPROVAL OF MINUTES:**
  - A. The board reviewed the 01/12/2013 meeting minutes. P. Walker made a motion to accept the minutes as written, D. Harpster seconded the motion and the vote was unanimous, minutes were approved as written.
5. **SCHEDULED PUBLIC APPEARANCES:** None.
6. **UNSCHEDULED PUBLIC APPEARANCES:**
  - A. **CALL TO THE PUBLIC:** None.
7. **REPORTS AND CORRESPONDENCE:**
  - A. **FIRE CHIEF REPORT:** This month's Fire Chief Report by Chief Williamson was presented to the board and is at the BVFD administrative office for review and copying as requested.
  - B. **JANUARY FINANCIAL REPORTS APPROVAL:** The board members reviewed the financial reports for the month of January 2013. Discussion was held and questions answered by Becky Friend to the board's satisfaction. D. Harpster made a motion to approve the financial reports for January as presented, N. Jolly seconded the motion and the vote was unanimous.
8. **DISCUSSIONS AND POSSIBLE ACTION CALENDAR:**
  - A. **BATTALION VEHICLE DISPOSITION:** Some discussion was held regarding the options regarding the battalion vehicle, including putting it in service more versus whether it was needed. No decision was made and this item was tabled to some time in the future.
  - B. **BOARD RESOLUTION CONCERNING SALARY FIGURE USED FOR SCF PREMIUMS:** A new resolution was presented to the board, lowering the monthly salary figure used for computing worker's comp premiums, more in line with other volunteer districts. After a brief discussion, D. Harpster made a motion that the resolution be executed, P. Walker seconded the motion, there was no further discussion and the vote was unanimous. The resolution was executed.
  - C. **BVFD MISSION STATEMENT AND VISION STATEMENT DEVELOPMENT:** Much discussion was held regarding the need for the above. D. Harpster noted there was an imbalance in the current supply and demand. N. Jolly noted the concern over availability of the number of volunteers the district has had in the past. D. Harpster stated the need to establish and attract new volunteers with the commitment level needed. P. Walker stated several points she would like to see addressed in regards to the fire house. She also felt strongly there were potential volunteers in Beaver Valley who needed to be reached out to and that much focus should be put on this. Chief Williamson also had much input regarding all of the above. After much discussion no action was taken at this time on this matter. It will be an ongoing discussion until both statements can be developed.
9. **BOARD MEMBER COMMENTS:**
  - A. **BUSINESS FOR NEXT MEETING:** D. Harpster stated he felt the District needed to do something special to acknowledge all that Bob Graham has done and is doing for the district. This will be worked on.
10. **ADJOURNMENT:** The meeting was adjourned by K. Friend at 10:52 a.m. after a motion was made to adjourn by N. Jolly and seconded by D. Harpster and the vote was unanimous.

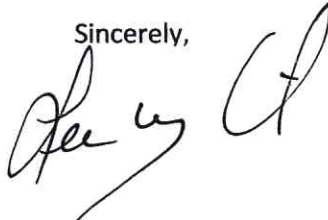
Next scheduled meeting is March 9, 2013 at 9 a.m.

Prepared by: Becky Friend 02/12/2013.

*Keith Friend* 3-9-13  
*Ned Jolly* 3-9-13  
*Pat Walker* 3-9-13

I Lee Wright, will be resigning from the Beaver Valley Fire District effective 1-18-13. I regret to have to end my service as a board member but due to the harassing behavior and monetary threats of the Gila County Department of Elections, I am no longer comfortable volunteering my services.

Sincerely,




Lee Wright

**BEAVER VALLEY FIRE DISTRICT**  
**BOARD OF DIRECTORS REGULAR MEETING**  
**ON MAY 18, 2013**  
**FINAL**

1. **CALL TO ORDER:** Meeting was called to order at 9:05 a.m.
2. **ROLL CALL OF FIRE BOARD MEMBERS:** Chairman Keith Friend, Clerk Dick Harpster, and Pat Walker. Absent was Treasurer Ned Jolly.
- NON-BOARD MEMBERS: Fire Chief Mike Williamson, Administrative Assistant Becky Friend.
3. **CHAIRMAN COMMENTS:** K. Friend advised the board that on the agenda was filling the vacant seat on the board and hopefully that would be accomplished today.
4. **APPROVAL OF MINUTES:**
  - A. The board reviewed the 04/13/2013 meeting minutes. D. Harpster made a motion to accept the minutes as written, P. Walker seconded the motion and the vote was unanimous, minutes were approved as written.
5. **SCHEDULED PUBLIC APPEARANCES:** None.
6. **UNSCHEDULED PUBLIC APPEARANCES:**
  - A. **CALL TO THE PUBLIC:** None.
7. **REPORTS AND CORRESPONDENCE:**
  - A. **FIRE CHIEF REPORT:** This month's Fire Chief Report by Chief Williamson was presented to the board and is at the BVFD administrative office for review and copying as requested.
  - B. **APRIL FINANCIAL REPORTS APPROVAL:** The board members reviewed the financial reports for the month of April 2013. P. Walker asked about the money from the Wallow Fire that was billed to the state to pay Mike Davoren for his work on that fire. It was explained to Ms. Walker that the board was prepared to pay this money to Mr. Davoren upon receipt of a W4 or W9 from Mr. Davoren and that there had been correspondence back and forth but as of yet this matter had not been resolved. Ms. Walker was advised this money was still available and earmarked for this purpose. Discussion was held and after answering more questions, it was reiterated that the board was prepared to pay this money to Mr. Davoren upon receipt of a taxpayer I.D. number. All other questions regarding the April financial reports were answered by Becky Friend to the board's satisfaction. D. Harpster made a motion to approve the financial reports for March as presented, P. Walker seconded the motion and the vote was unanimous.
8. **DISCUSSIONS AND POSSIBLE ACTION CALENDAR:**
  - A. **CONTINUED DISCUSSION ON PROPOSED BUDGET:** B. Friend advised the board that the proposed budget is set to be published in the Roundup over the next two weeks, as notice of the public hearing to be held on June 5, 2013. Further discussion was held by the board and the proposed budget was again reviewed. No action was taken on this matter.
  - B. **OPEN BOARD SEAT – POSSIBLE APPOINTMENT OF NEW BOARD MEMBER AFTER DISCUSSION WITH POSSIBLE INTERESTED PARTY TO FILL SEAT VACATED BY LEE WRIGHT:** K. Friend reported to the board that after discussion with Sarah McAnerny by Chief Williamson and himself, she accepted the offer to be appointment to the currently vacant board seat. It was discussed by the board that with Ms. McAnerny's position as Chairman of Firewise and her involvement in writing grant applications, that she had a lot to offer the board. D. Harpster made a motion to appointment Sarah McAnerny as a board member of Beaver Valley Fire District Board of Directors, to fill the seat vacated by Lee Wright. P. Walker seconded the motion, there was no further discussion and the vote was unanimous.
9. **BOARD MEMBER COMMENTS:**
  - A. **BUSINESS FOR NEXT MEETING:** K. Friend requested that each board member give thought to what should be discussed at the next board meeting in addition to approval of the budget.
  - B. D. Harpster stated he felt recognition should be given to Bob Graham for all he has done to help Beaver Valley Fire District. After discussion it was agreed that Chief Williamson would get a gift certificate for Mr. Graham, and that it would be presented at the pancake breakfast to give public recognition for all he has done for BVFD.
10. **ADJOURNMENT:** The meeting was adjourned by K. Friend at 10:05 a.m. after a motion was made to adjourn by D. Harpster and seconded by P. Walker and the vote was unanimous.

Next scheduled meeting is June 8, 2013 at 9 a.m.

Prepared by: Becky Friend 05/21/2013.

 6/8/2013  
6/8/2013  
6/8/2013

## LOYALTY OATH OF OFFICE

STATE OF ARIZONA )

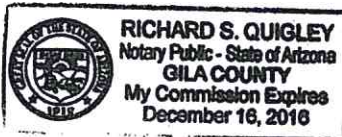
: ss.

COUNTY OF GILA )

I, hereby do solemnly swear that I, Sarah Ellen McAnerny  
will support the Constitution of the United States and the Constitution and Laws  
of the State of Arizona; that I will bear true faith and allegiance to the same and  
defend them against all enemies whatsoever, foreign and domestic, and that I will  
faithfully and impartially discharge the duties of Governing Board Member, for  
the Beaver Valley Fire district, so help me God.

[Signature]  
Signature

Subscribed and sworn to before me this 27<sup>TH</sup> day of JUNE, 2013



[Signature]  
Notary Public

My Commission Expires:

DEC 16<sup>TH</sup> 2016

**ARF-2027**

**Consent Agenda Item 4. G.**

**Regular BOS Meeting**

**Meeting Date:** 09/03/2013

Submitted For: Eric Mariscal, Submitted By: Liz Mata, Administrative Clerk, Elections  
Elections Department  
Director

Department: Elections Department

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Information

Request/Subject

Tri-City Fire District Governing Board Membership Changes

Background Information

ARS 48-803 (B), if a vacancy occurs on the district board other than from expiration of a term, the remaining board members shall fill the vacancy by appointment of an interim member. If the entire board resigns or for any reason cannot fulfill its duties, the Board of Supervisors shall appoint an administrator to administer the district with the same duties and obligations of the elected board. If the Board of Supervisors fails to appoint an administrator within thirty days, a special election shall be held to fill the vacancies on the fire district board.

Evaluation

Tri-City Fire District board member Joe Stapleton tendered his resignation effective March 12, 2013. The Tri-City Fire District governing board appointed John H. Chism to replace Joe Stapleton and complete his term ending December 31, 2014.

Conclusion

John H. Chism has agreed to complete the term of resigned board member Joe Stapleton which expires December 31, 2014.

Recommendation

The Elections Department recommends that the Board of Supervisors acknowledge the resignation of Joe Stapleton and the appointment of John H. Chism as a newly appointed governing board member of the Tri-City Fire District.

Suggested Motion

Acknowledgment of the resignation of Joe Stapleton from the Tri-City Fire District and the appointment of John H. Chism to fulfill Mr. Stapleton's unexpired term of office ending on December 31, 2014.

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Attachments

Tri City FD, Mtg min., resig ltr., oath

**d. Discussion and action to accept resignation of Vice-Chairman Joe Stapleton**

Chairman Malkovich reported that on Wednesday, March 13, 2013 he received an email from Vice-Chairman Stapleton stating that he was resigning from the TCFD Board. Chairman Malkovich read the email for everyone present at the meeting. Chairman Malkovich asked for a motion that the resignation be accepted. Jim Grider made the motion to accept Joe Stapleton's resignation from the TCFD Board, seconded by Franceen Benton. The motion was approved by all members present. 4 yes 0 no

**e. Discussion and possible action to appoint an Interim Board Member to fill vacant seat on TCFD Board**

Chairman Malkovich asked that the members of the board talk to people that might be interested in serving on the board and bring the names forth at the next business meeting for a vote. Jim Grider stated that he had checked with (3) three people already and asked if he was at liberty to give their names at this time. Chairman Malkovich stated that yes he could give the names if he had already spoken with them. Jim Grider stated that he has spoken to Galen Thomson, which stated that he would be interested however he is on the Board for Habitat for Humanity and they meet on the same night as our Board and he is not willing to leave the Habitat board. Jim Grider also spoke with John Stemm the retired manager of Safeway in Claypool, he stated that he really didn't want to get into politics and it would interfere with his hunting, the last person was Bart Byrnes and he stated the same thing that he does not want to get into politics at this time however his older brother may be interested, Jim Grider stated that he informed Mr. Byrnes that there was a meeting tonight and that he was more than welcomed to attend. Chairman Malkovich recommended to Mr. Grider that he contact Bill Byrnes and see if he is interested and bring that back to the next board meeting. Dan Guthrey asked if there would be an extra meeting on this item to discuss and choose a new board member, Chairman Malkovich stated that no it would be done at the regular meeting in May. Franceen Benton stated that if the board has several people interested that the Board would need to sit down and meet with each of them to see what their ideas and let them know what they are getting into. Chairman Malkovich stated that it would be very short brief interviews with each candidate prior to a vote. Chairman Malkovich made the deadline for the May 14<sup>th</sup> meeting to interview and appoint a new board member. This item was tabled until the next regular meeting of the TCFD Board.

**7. Scheduling of Meetings**

The next regular business meeting to be held May 14, 2013 at 5pm


**8. Adjournment**

The Board Chairman declared the regular session adjourned at approximately 5:40 pm.

ATTEST:

AFFIRM:

  
Mitch Malkovich, Chairman

  
Franceen Benton, Clerk

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**Subject:** [No Subject]

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**From:** Joe Stapleton (jdstaple@hotmail.com)

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**To:** mmalkovich@cableone.net; tcfd112@tricityfiredistrict.com; tcfdistrcitf@tricityfiredistrict.com;  
dananddebg@cableone.net; tricity21@yahoo.com;

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**Date:** Tuesday, March 12, 2013 10:17 PM

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To the Board of Tri-City fire: In the past three months I have been going to quit as a board member this has been hard to do some have talked to me and I have tried to work things out My son has been going to school and now he has a job so my time is in our business and I cant put the time into the fire board that it calls for it has been a long trip for us and I believe that you are going in the right way keep up the good job. Joe Stapleton

**TRI-CITY FIRE DEPARTMENT**  
**CLAYPOOL, ARIZONA**  
**June 11, 2013**  
**Regular Meeting.**

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**1. CALL TO ORDER**

Chairperson, Mitch Malkovich called the meeting to order at 5:03 pm

**2. Welcome /Pledge of Allegiance**

Chairperson Malkovich welcomed everyone to the meeting and asked John Chism to lead the Pledge of Allegiance

**3. Roll Call of Board Members**

Board members present: Jim Grider, Chairman Malkovich, Franceen G. Benton and Dan Guthrey.

**4. Oath of Office for new Fire Board Member**

Clerk Franceen G. Benton administered the Oath of Office to John Chism  
(*new board members can be seated after they are sworn in. But... they cannot take any official action (make motions, vote) for 24 hours after being sworn in.*)

**5. Approval of Minutes**

- a. On a motion by Jim Grider, seconded by Dan Guthrey and approved by all members present, the minutes for the May 14, 2013 Regular Business Meeting was unanimously approved pending corrections. 4-0

**6. Call to the Public:**

**No Comments were made**

**7. New Business**

**a. Fire Chief Report:**

(*Capt. Tony Grainger presented the report in Chief Olsen's absence*) attached

**Calls for Service:** Capt. Grainger gave the calls for service report for May 2013, we responded to 287 calls for service of these 186 was patient transports.

**Fleet:** Capt. Grainger reported that all front line units are up and running and L108 will complete its annual certification test this week.

**Grants:** Received \$2,600 for Haz-Mat gear on FFY-EFR Grant through AZ Dept. of Emergency Management with an additional \$17,089.81 still to come. This grant was applied for in Sept 2012.

**Legislative:** Capt. Grainger reported that a list of all new legislative items was emailed to the Board.

**Old Business:** Capt. Grainger reported BC Howell and Capt. Zupancic left this morning to take delivery of our new Rescue. It should be in town on Friday evening. It is scheduled to be decaled next week and stocked in between. Once it is ready DHS will come up to inspect it. Haz-Mat order has been received as well as the new station chairs.

**Training:** Capt. Grainger reported that three (3) personnel completed their SCBA tech refresher, one (1) person completed Fire Investigator training, one (1) Captain signed up for Leadership III and that he had just attended a FF Health and Safety Seminar in Tucson on Friday.

**Inspections:** Capt. Grainger reported that personnel completed 4 business inspections within the fire district during the month as well as 1 fire investigations during the same time period. Personnel also attended 2 PR events during the month of May.

## LOYALTY OATH OF OFFICE

STATE OF ARIZONA )

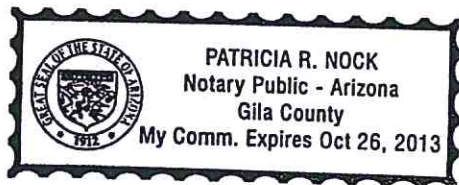
: ss.

COUNTY OF GILA )

I, hereby do solemnly swear that I, John H. Chism,  
will support the Constitution of the United States and the Constitution and Laws  
of the State of Arizona; that I will bear true faith and allegiance to the same and  
defend them against all enemies whatsoever, foreign and domestic, and that I will  
faithfully and impartially discharge the duties of Governing Board Member, for  
the TRI-City FIRE district, so help me God.

John H. Chism  
Signature

Subscribed and sworn to before me this 11 day of June, 2013



Patricia R. Nock  
Notary Public

My Commission Expires:

Oct 26, 2013

**ARF-2033**

**Consent Agenda Item 4. H.**

**Regular BOS Meeting**

**Meeting Date:** 09/03/2013

Submitted For: Eric Mariscal, Submitted By: Liz Mata, Administrative Clerk, Elections  
Elections Department  
Director

Department: Elections Department

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Information

Request/Subject

Appointment of Precinct Committeemen to the Gila County Republican Party.

Background Information

ARS 16-821 (B) provides that if a vacancy exists in the office of the precinct committeeman, the vacancy shall be filled by the Board of Supervisors from a list of names submitted by the County Chairman of the appropriate political party.

Evaluation

Two individuals names have been submitted by the Gila County Republican Committee Chair for appointment to the office of precinct committeeman. Per statute, the Board of Supervisors has the authority to make this appointment.

Conclusion

The Republican Party submitted Anita Louise Christy and Thomas E. Christy for appointment by the Board of Supervisors.

Recommendation

The Department of Elections recommends that the Board of Supervisors approve the appointment as submitted by the Gila County Republican Committee.

Suggested Motion

Approval of the appointment of the following precinct committee persons as submitted by the Gila County Republican Committee: Payson #5-Thomas E. Christy, and Payson #5-Anita Louise Christy.

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Attachments

REP PC appointments

# GILA COUNTY REPUBLICAN COMMITTEE

## PRECINCT COMMITTEEMAN APPOINTMENT

It is requested that the Gila County Board of Supervisors appoint

Thomas E. Christy, (Name on Voter Registration)

a duly qualified Republican elector residing at

609 S. Palomino Dr. Payson AZ 85541  
Address City State Zip

928-707-0254 SAME SAME  
Home Phone Work Phone Cell Phone

602-294-0161 xjarkhead@cybertrails.com  
Fax Email

as a Republican Precinct Committeeman in Gila County for the

PRECINCT of PAYSON 5 CODE Number \_\_\_\_\_

to fill a vacancy in the same Precinct because:

\_\_\_\_ Legal vacancy has not been filled.

☒ Resignation of Sharon Campbell Richard Dow

\_\_\_\_ Death of \_\_\_\_\_

RESPECTFULLY SUBMITTED

Pamela Bussard  
Party Chairman

7/22/13  
Date Submitted

### Acceptance of Appointment

I agree to serve as a Precinct Committeeman. I will support the goals of the Arizona Republican Party and help promote the Republican message in Arizona and the **Gila County Republican Committee**.

The minimum duties of a Precinct Committeeman shall include:

1. Active involvement in the Party. A Precinct Committeeman should regularly attend County meetings and club meetings and become actively involved in the affairs of the party.
2. Support for nominees of the Republican Party. Campaigning for a nominee of an opposition party constitutes failure to fulfill this duty.
3. Active assistance to the Republican Party in obtaining Republican registered voters.
4. Active assistance to Republican voters on Election Day.
5. Financial assistance or time commitment to fund raising activities for the Republican Party.

Signed:

M. W. [Signature]

Date:

7/18/13  
VOTER ID 0400062590

# GILA COUNTY REPUBLICAN COMMITTEE

## PRECINCT COMMITTEEMAN APPOINTMENT

It is requested that the Gila County Board of Supervisors appoint

Anita Louise Christy, (Name on Voter Registration)

a duly qualified Republican elector residing at

609 S. Palomino Dr, Payson AZ 85541  
Address City State Zip

602-920-2390 SAME SAME  
Home Phone Work Phone Cell Phone

602-296-0161 anitalchristy@cox.net  
Fax Email

as a Republican Precinct Committeeman in Gila County for the

PRECINCT of Payson 5 CODE Number \_\_\_\_\_

to fill a vacancy in the same Precinct because:

\_\_\_\_ Legal vacancy has not been filled.

X Resignation of ~~David Hinder~~ Sharon Campbell

\_\_\_\_ Death of \_\_\_\_\_

RESPECTFULLY SUBMITTED

Samuel Bousard  
Party Chairman

7/22/13  
Date Submitted

### Acceptance of Appointment

I agree to serve as a Precinct Committeeman. I will support the goals of the Arizona Republican Party and help promote the Republican message in Arizona and the **Gila County Republican Committee**.

The minimum duties of a Precinct Committeeman shall include:

1. Active involvement in the Party. A Precinct Committeeman should regularly attend County meetings and club meetings and become actively involved in the affairs of the party.
2. Support for nominees of the Republican Party. Campaigning for a nominee of an opposition party constitutes failure to fulfill this duty.
3. Active assistance to the Republican Party in obtaining Republican registered voters.
4. Active assistance to Republican voters on Election Day.
5. Financial assistance or time commitment to fund raising activities for the Republican Party.

Signed:

Anita Louise Christy

Date:

07-18-2013  
VOTER ID 0400062589

**ARF-2053**

**Consent Agenda Item 4. I.**

**Regular BOS Meeting**

**Meeting Date:** 09/03/2013

Submitted For: Marian  
Sheppard,  
Clerk, BOS

Submitted By: Laurie Kline, Deputy Clerk, Clerk of the  
Board of Supervisors

Department: Clerk of the Board of Supervisors

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Information

Request/Subject

Lions Club of Globe Special Event Liquor License Applications for September 19, September 20, and September 21, 2013

Background Information

A qualified organization may submit an application to serve liquor at a special event for up to 10 days per year. The Arizona Department of Liquor Licenses and Control (Department) approves all liquor-related applications; however, part of the Department's process requires that the local governing body review the application and submit a recommendation for approval or disapproval to the Department for any establishment located within the jurisdiction of that local governing body.

Evaluation

The Clerk of the Board of Supervisors has reviewed the applications and has determined that they have been filled out correctly.

Conclusion

This charitable organization has properly completed the applications and if the Board of Supervisors approves the applications, the Lions Club of Globe, Arizona, will have used 5 of the allowable 10 days to serve liquor at a special event in 2013.

On January 22, 2013 and April 2, 2013, the Board of Supervisors approved Applications for Special Event Licenses for 2 days in 2013 for this organization.

Recommendation

The Clerk recommends that the Board of Supervisors approve these applications. Upon approval, the applicant has the responsibility to submit the applications to the Department for its final approval.

Suggested Motion

Approval of three Special Event Liquor License Applications submitted by the Lions Club of Globe, Arizona, Inc. to serve liquor on September 19, 2013, September 20, 2013, and September 21, 2013, at the Gila County Fairgrounds during the Gila County Fair.

---

Attachments

Lions Club Applications for Special Events on September 19-21-2013

State of Arizona Department of Liquor Licenses and Control  
800 W. Washington, 5th Floor  
Phoenix, AZ 85007  
www.azliquor.gov  
(602)542-5141

**APPLICATION FOR SPECIAL EVENT LICENSE**

Fee = \$25.00 per day for 1-10 day events only

A service fee of \$25.00 will be charged for all dishonored checks (A.R.S. § 44-6852)

**NOTE: THIS DOCUMENT MUST BE FULLY COMPLETED OR IT WILL BE RETURNED.**  
PLEASE ALLOW 10 BUSINESS DAYS FOR APPROVAL

**\*\*Application must be approved by local government before submission to  
Department of Liquor Licenses and Control. (Section #20)**

DLIC USE ONLY

LICENSE #

1. Name of Organization: Lions Club of Globe Az. Inc.
2. Non-Profit/I.R.S. Tax Exempt Number: 501(c)4 86-6052543
3. The organization is a: (check one box only)

- ☒ Charitable    ☐ Fraternal (must have regular membership and in existence for over 5 years)
- ☐ Civic    ☐ Political Party, Ballot Measure, or Campaign Committee
- ☐ Religious

4. What is the purpose of this event? Gila County Fair
5. Location of the event: Gila County Fairgrounds, Globe Gila 85501
- Address of physical location (Not P.O. Box)    City    County    Zip

**Applicant must be a member of the qualifying organization and authorized by an Officer, Director or Chairperson of the Organization named in Question #1. (Signature required in section #18)**

6. Applicant: Heffel David A 3/29/56
- Last    First    Middle    Date of Birth
7. Applicant's Mailing Address: 808 S. Sandi Ln Globe AZ 85501
- Street    City    State    Zip
8. Phone Numbers: (928) 425-5924    (928) 812-0041    (928) 402-1807
- Site Owner #    Applicant's Business #    Applicant's Home #
9. Date(s) & Hours of Event: (Remember: you cannot sell alcohol before 10:00 a.m. on Sunday)

	Date	Day of Week	Hours from A.M./P.M.	To A.M./P.M.
Day 1:	<u>9/19</u>	<u>Thursday</u>	<u>3:00</u>	<u>11:00</u>
Day 2:				
Day 3:				
Day 4:				
Day 5:				
Day 6:				
Day 7:				
Day 8:				
Day 9:				
Day 10:				

10. Has the applicant been convicted of a felony in the past five years, or had a liquor license revoked?  
☐ YES ☒ NO (attach explanation if yes)

11. This organization has been issued a special event license for 3 days this year, including this event  
(not to exceed 10 days per year).

12. Is the organization using the services of a promoter or other person to manage the event? ☐ YES ☒ NO  
If yes, attach a copy of the agreement.

13. List all people and organizations who will receive the proceeds. Account for 100% of the proceeds.  
**THE ORGANIZATION APPLYING MUST RECEIVE 25% OF THE GROSS REVENUES OF THE SPECIAL EVENT LIQUOR SALES.**

Name Globe Lions Club 100%  
Percentage

Address \_\_\_\_\_

Name \_\_\_\_\_  
Percentage

Address \_\_\_\_\_

(Attach additional sheet if necessary)

14. Knowledge of Arizona State Liquor Laws Title 4 is important to prevent liquor law violations. If you have any questions regarding the law or this application, please contact the Arizona State Department of Liquor Licenses and Control for assistance.

NOTE: ALL ALCOHOLIC BEVERAGE SALES MUST BE FOR CONSUMPTION AT THE EVENT SITE ONLY.  
**"NO ALCOHOLIC BEVERAGES SHALL LEAVE SPECIAL EVENT PREMISES."**

15. What security and control measures will you take to prevent violations of state liquor laws at this event?  
(List type and number of security/police personnel and type of fencing or control barriers if applicable)

       # Police ☒ Fencing  
5 # Security personnel ☐ Barriers

Outside of Exhibit Bldg. in fenced area

16. Is there an existing liquor license at the location where the special event is being held? ☐ YES ☒ NO  
If yes, does the existing business agree to suspend their liquor license during the time period, and in the area in which the special event license will be in use? ☐ YES ☒ NO

(ATTACH COPY OF AGREEMENT)

\_\_\_\_\_  
Name of Business ( ) Phone Number

17. Your licensed premises is that area in which you are authorized to sell, dispense, or serve spirituous liquors under the provisions of your license. The following page is to be used to prepare a diagram of your special event licensed premises. Please show dimensions, serving areas, fencing, barricades or other control measures and security positions.

**THIS SECTION TO BE COMPLETED ONLY BY AN OFFICER, DIRECTOR OR CHAIRMAN OF THE ORGANIZATION NAMED IN QUESTION #1**

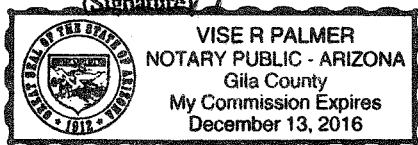
18. I, David Alan Heffel, declare that I am an Officer/Director/Chairperson appointing the applicant listed in Question 6, to apply on behalf of the foregoing organization for a Special Event Liquor License.

X David Heffel  
(Signature)

President  
(Title/Position)

8.13.13  
(Date)

928-812-0241  
(Phone #)



State of AZ County of Gila  
The foregoing instrument was acknowledged before me this

13th day of August, 2013  
Day of Month Month Year

My Commission expires on: Dec 13, 2016

**THIS SECTION TO BE COMPLETED ONLY BY THE APPLICANT NAMED IN QUESTION #6**

I, David Alan Heffel, declare that I am the APPLICANT filing this application as is listed in Question 6. I have read the application and the contents and all statements are true, correct and complete.

X David Heffel  
(Signature)

State of AZ County of Gila

The foregoing instrument was acknowledged before me this

13th day of August, 2013  
Day of Month Month Year

My Commission expires on: Dec 13, 2016  
(Date)

Some P-falmer  
(Signature of NOTARY PUBLIC)

**You must obtain local government approval. City or County MUST recommend event & complete Item #20. The local city or county jurisdiction may require additional applications to be completed and additional licensing fees before approval may be granted.**

**LOCAL GOVERNING BODY APPROVAL SECTION**

20. I, \_\_\_\_\_, \_\_\_\_\_, hereby recommend this special event application.  
(Government Official) (Title)

behalf of \_\_\_\_\_  
(City, Town or County) (Signature of OFFICIAL) (Date)

**FOR DLLC DEPARTMENT USE ONLY**

Department Comment Section:

(Employee)

(Date)

APPROVED ☐ DISAPPROVED

BY: \_\_\_\_\_

(Title)

(Date)

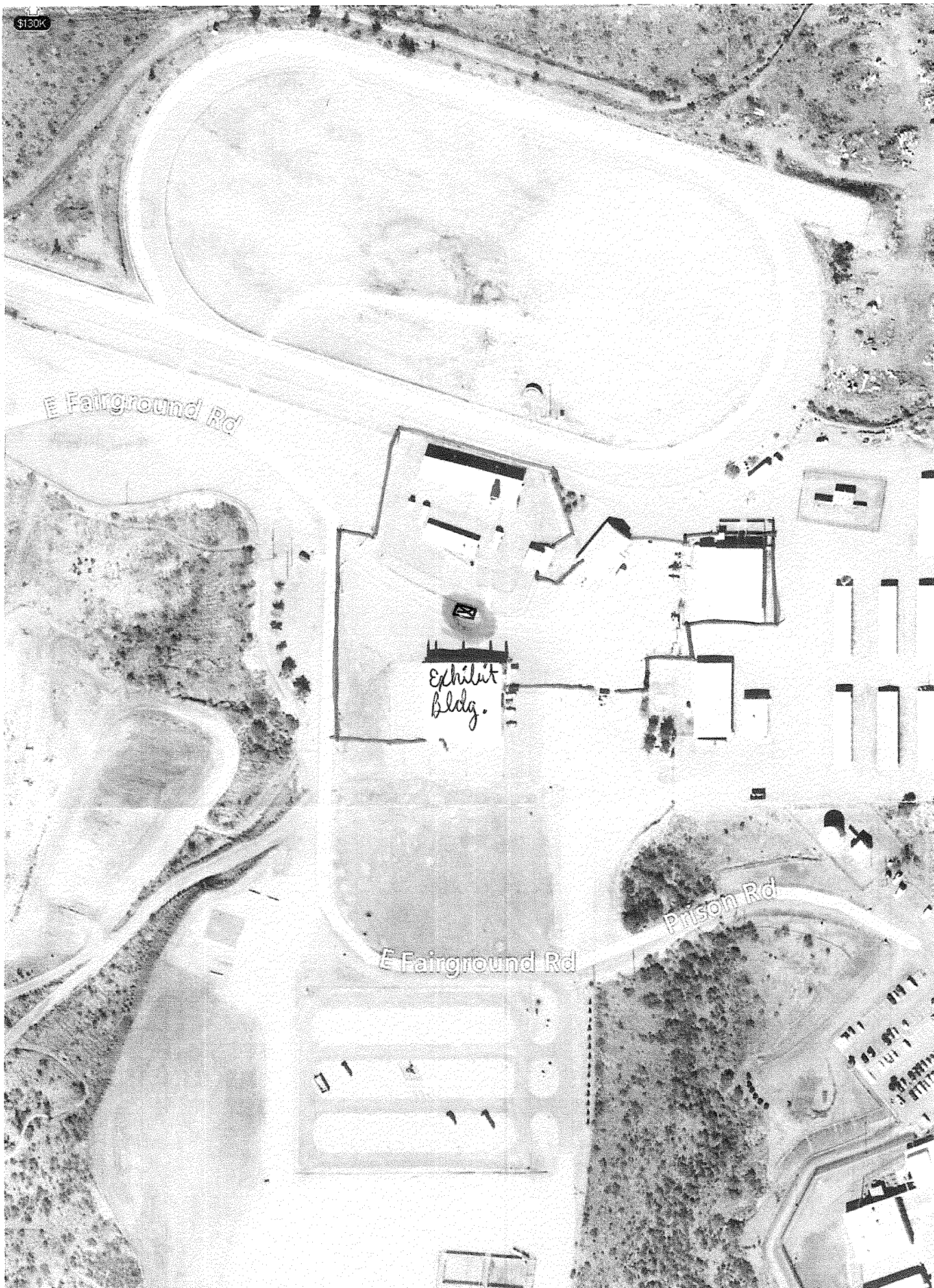
\$130K

E Fairground Rd

Exhibit  
Bldg.

Prison Rd

E Fairground Rd



State of Arizona Department of Liquor Licenses and Control  
800 W. Washington, 5th Floor  
Phoenix, AZ 85007  
www.azliquor.gov  
(602)542-5141

**APPLICATION FOR SPECIAL EVENT LICENSE**

Fee = \$25.00 per day for 1-10 day events only

A service fee of \$25.00 will be charged for all dishonored checks (A.R.S. § 44-6852)

**NOTE: THIS DOCUMENT MUST BE FULLY COMPLETED OR IT WILL BE RETURNED.**  
PLEASE ALLOW 10 BUSINESS DAYS FOR APPROVAL

\*\*Application must be approved by local government before submission to  
Department of Liquor Licenses and Control. (Section #20)

DLIC USE ONLY  
LICENSE #

1. Name of Organization: Lions Club of Globe Az. Inc.
2. Non-Profit/I.R.S. Tax Exempt Number: 501(C)4 86-6052543
3. The organization is a: (check one box only)

- ☒ Charitable    ☐ Fraternal (must have regular membership and in existence for over 5 years)
- ☐ Civic    ☐ Political Party, Ballot Measure, or Campaign Committee
- ☐ Religious

4. What is the purpose of this event? Gila County Fair
5. Location of the event: Gila County Fairgrounds Globe Gila 85501  
Address of physical location (Not P.O. Box)    City    County    Zip

**Applicant must be a member of the qualifying organization and authorized by an Officer, Director or Chairperson of the Organization named in Question #1. (Signature required in section #18)**

6. Applicant: Heffel David A 3/29/54  
Last    First    Middle    Date of Birth
7. Applicant's Mailing Address: 808 S. Sandi Ln. Globe Az 85501  
Street    City    State    Zip
8. Phone Numbers: (928) 425-5924 (928) 812-0041 (928) 402-1807  
Site Owner #    Applicant's Business #    Applicant's Home #
9. Date(s) & Hours of Event: (Remember: you cannot sell alcohol before 10:00 a.m. on Sunday)

	Date	Day of Week	Hours from A.M./P.M.	To A.M./P.M.
Day 1:	<u>9/20</u>	<u>Friday</u>	<u>3:00</u>	<u>11:00</u>
Day 2:				
Day 3:				
Day 4:				
Day 5:				
Day 6:				
Day 7:				
Day 8:				
Day 9:				
Day 10:				

10. Has the applicant been convicted of a felony in the past five years, or had a liquor license revoked?  
☐ YES ☒ NO (attach explanation if yes)

11. This organization has been issued a special event license for 4 days this year, including this event  
(not to exceed 10 days per year).

12. Is the organization using the services of a promoter or other person to manage the event? ☐ YES ☒ NO  
If yes, attach a copy of the agreement.

13. List all people and organizations who will receive the proceeds. Account for 100% of the proceeds.

**THE ORGANIZATION APPLYING MUST RECEIVE 25% OF THE GROSS REVENUES OF THE SPECIAL  
EVENT LIQUOR SALES.**

Name Globe Lions Club 100%  
Percentage

Address \_\_\_\_\_

Name \_\_\_\_\_  
Percentage

Address \_\_\_\_\_

(Attach additional sheet if necessary)

14. Knowledge of Arizona State Liquor Laws Title 4 is important to prevent liquor law violations. If you have  
any questions regarding the law or this application, please contact the Arizona State Department of Liquor  
Licenses and Control for assistance.

NOTE: ALL ALCOHOLIC BEVERAGE SALES MUST BE FOR CONSUMPTION AT THE EVENT SITE ONLY.  
"NO ALCOHOLIC BEVERAGES SHALL LEAVE SPECIAL EVENT PREMISES."

15. What security and control measures will you take to prevent violations of state liquor laws at this event?  
(List type and number of security/police personnel and type of fencing or control barriers if applicable)

5 # Police ☒ Fencing  
5 # Security personnel ☐ Barriers

Outside of Exhibit Bldg. in fenced area

16. Is there an existing liquor license at the location where the special event is being held? ☐ YES ☒ NO  
If yes, does the existing business agree to suspend their liquor license during the time  
period, and in the area in which the special event license will be in use? ☐ YES ☒ NO

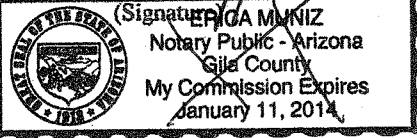
**(ATTACH COPY OF AGREEMENT)**

\_\_\_\_\_  
Name of Business ( ) Phone Number

17. Your licensed premises is that area in which you are authorized to sell, dispense, or serve spirituous liquors  
under the provisions of your license. The following page is to be used to prepare a diagram of your special  
event licensed premises. Please show dimensions, serving areas, fencing, barricades or other control  
measures and security positions.

**THIS SECTION TO BE COMPLETED ONLY BY AN OFFICER, DIRECTOR OR CHAIRMAN OF THE ORGANIZATION NAMED IN QUESTION #1**

18. I, David Alan Heffel, declare that I am an Officer/Director/Chairperson appointing the  
(Print full name)  
applicant listed in Question 6, to apply on behalf of the foregoing organization for a Special Event Liquor  
License.

X David Heffel  
(Signature)  
  
Notary Public - Arizona  
Gila County  
My Commission Expires  
January 11, 2014

President  
(Title/Position)  
8.13.13  
(Date)  
928-812-0041  
(Phone #)

State of AZ County of Gila  
The foregoing instrument was acknowledged before me this

13th day of August, 2013  
Day of Month Month Year

My Commission expires on: Dec 13, 2016

**THIS SECTION TO BE COMPLETED ONLY BY THE APPLICANT NAMED IN QUESTION #6**

19. I, DAVID ALAN HEFFEL, declare that I am the APPLICANT filing this application as is  
(Print full name)  
listed in Question 6. I have read the application and the contents and all statements are true, correct and  
complete.

X David Heffel  
(Signature)

State of AZ County of Gila  
The foregoing instrument was acknowledged before me this  
13th day of August, 2013  
Day of Month Month Year

My commission expires on: Dec. 13, 2016  
(Date)

David Heffel  
(Signature of NOTARY PUBLIC)

must obtain local government approval. City or County MUST recommend event & complete item #20. The local city or  
jurisdiction may require additional applications to be completed and additional licensing fees before approval may be  
granted.

**LOCAL GOVERNING BODY APPROVAL SECTION**

20. I, \_\_\_\_\_, hereby recommend this special event application  
(Government Official) (Title)  
behalf of \_\_\_\_\_,  
(City, Town or County) (Signature of OFFICIAL) (Date)

**FOR DLLC DEPARTMENT USE ONLY**

Department Comment Section:

(Employee)

(Date)

APPROVED ☐ DISAPPROVED

BY: \_\_\_\_\_

(Title)

(Date)

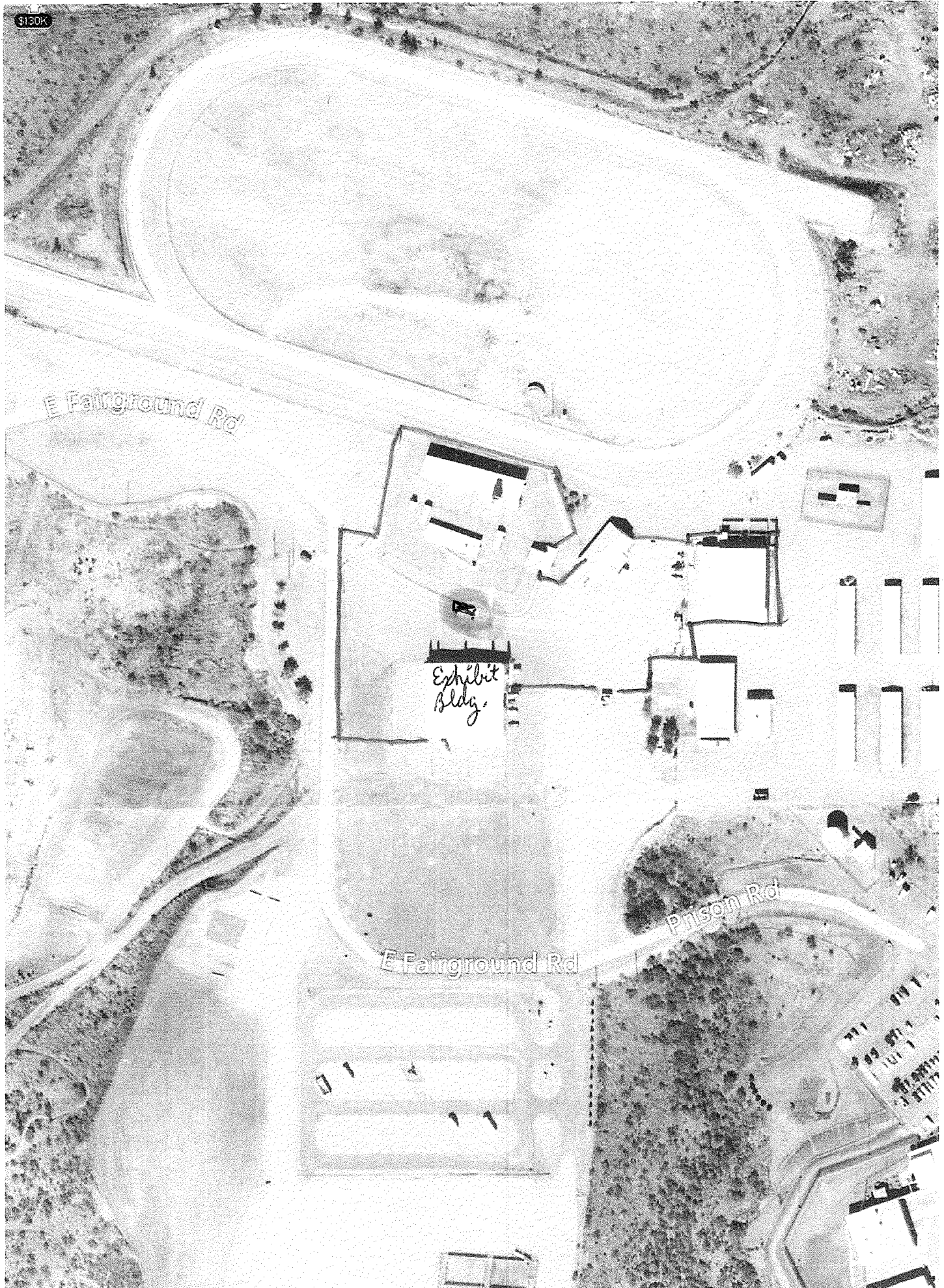
\$130K

E Fairground Rd

Exhibit  
Bldg.

Prison Rd

E Fairground Rd



State of Arizona Department of Liquor Licenses and Control  
800 W. Washington, 5th Floor  
Phoenix, AZ 85007  
www.azliquor.gov  
(602)542-5141

**APPLICATION FOR SPECIAL EVENT LICENSE**

Fee = \$25.00 per day for 1-10 day events only

A service fee of \$25.00 will be charged for all dishonored checks (A.R.S. § 44-6852)

**NOTE: THIS DOCUMENT MUST BE FULLY COMPLETED OR IT WILL BE RETURNED.**  
**PLEASE ALLOW 10 BUSINESS DAYS FOR APPROVAL**

**\*\*Application must be approved by local government before submission to  
Department of Liquor Licenses and Control. (Section #20)**

DLIC USE ONLY

LICENSE #

1. Name of Organization: Lions Club of Globe AZ. Inc.
2. Non-Profit/I.R.S. Tax Exempt Number: 501(c)4 86-6052543
3. The organization is a: (check one box only)

- ☒ Charitable    ☐ Fraternal (must have regular membership and in existence for over 5 years)
- ☐ Civic    ☐ Political Party, Ballot Measure, or Campaign Committee
- ☐ Religious

4. What is the purpose of this event? Gila County Fair
5. Location of the event: Gila County Fairgrounds Globe Gila 85501  
Address of physical location (Not P.O. Box)    City    County    Zip

**Applicant must be a member of the qualifying organization and authorized by an Officer, Director or Chairperson of the Organization named in Question #1. (Signature required in section #18)**

6. Applicant: Nyfel Daniel A 3/29/52  
Last    First    Middle    Date of Birth

7. Applicant's Mailing Address: 808 S. Sandi Ln. Globe AZ 85501  
Street    City    State    Zip

8. Phone Numbers: (928) 425-5924 (928) 812-0041 (928) 402-1807  
Site Owner #    Applicant's Business #    Applicant's Home #

9. Date(s) & Hours of Event: (Remember: you cannot sell alcohol before 10:00 a.m. on Sunday)

	Date	Day of Week	Hours from A.M. (P.M.)	To A.M. (P.M.)
Day 1:	<u>9/21</u>	<u>Saturday</u>	<u>3:00</u>	<u>11:00</u>
Day 2:				
Day 3:				
Day 4:				
Day 5:				
Day 6:				
Day 7:				
Day 8:				
Day 9:				
Day 10:				

10. Has the applicant been convicted of a felony in the past five years, or had a liquor license revoked?  
☐ YES ☒ NO (attach explanation if yes)

11. This organization has been issued a special event license for 5 days this year, including this event  
(not to exceed 10 days per year).

12. Is the organization using the services of a promoter or other person to manage the event? ☐ YES ☒ NO  
If yes, attach a copy of the agreement.

13. List all people and organizations who will receive the proceeds. Account for 100% of the proceeds.  
**THE ORGANIZATION APPLYING MUST RECEIVE 25% OF THE GROSS REVENUES OF THE SPECIAL  
EVENT LIQUOR SALES.**

Name Globe Lions Club 100%  
Percentage

Address \_\_\_\_\_

Name \_\_\_\_\_  
Percentage

Address \_\_\_\_\_  
(Attach additional sheet if necessary)

14. Knowledge of Arizona State Liquor Laws Title 4 is important to prevent liquor law violations. If you have  
any questions regarding the law or this application, please contact the Arizona State Department of Liquor  
Licenses and Control for assistance.

NOTE: ALL ALCOHOLIC BEVERAGE SALES MUST BE FOR CONSUMPTION AT THE EVENT SITE ONLY.  
"NO ALCOHOLIC BEVERAGES SHALL LEAVE SPECIAL EVENT PREMISES."

15. What security and control measures will you take to prevent violations of state liquor laws at this event?  
(List type and number of security/police personnel and type of fencing or control barriers if applicable)

5 # Police ☒ Fencing  
5 # Security personnel ☐ Barriers

Lion's Club booth next to grandstand  
and outside of exhibit bldg. in fenced area

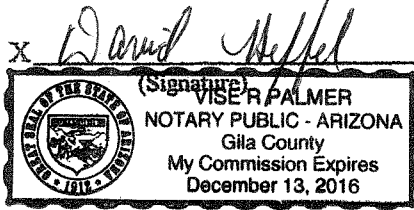
16. Is there an existing liquor license at the location where the special event is being held? ☐ YES ☒ NO  
If yes, does the existing business agree to suspend their liquor license during the time  
period, and in the area in which the special event license will be in use? ☐ YES ☒ NO  
(ATTACH COPY OF AGREEMENT)

\_\_\_\_\_  
Name of Business ( ) Phone Number

17. Your licensed premises is that area in which you are authorized to sell, dispense, or serve spirituous liquors  
under the provisions of your license. The following page is to be used to prepare a diagram of your special  
event licensed premises. Please show dimensions, serving areas, fencing, barricades or other control  
measures and security positions.

**THIS SECTION TO BE COMPLETED ONLY BY AN OFFICER, DIRECTOR OR CHAIRMAN OF THE ORGANIZATION NAMED IN QUESTION #1**

18. I, David Alan Heffel, declare that I am an Officer/Director/Chairperson appointing the applicant listed in Question 6, to apply on behalf of the foregoing organization for a Special Event Liquor License.



President  
(Title/Position)

8-13-13  
(Date)

928-812-0041  
(Phone #)

State of AZ County of Gila

The foregoing instrument was acknowledged before me this

13th day of August, 2013  
Day of Month Month Year

My Commission expires on: Dec 13, 2016

Vise R. Palmer

**THIS SECTION TO BE COMPLETED ONLY BY THE APPLICANT NAMED IN QUESTION #6**

- I, David Alan Heffel, declare that I am the APPLICANT filing this application as is listed in Question 6. I have read the application and the contents and all statements are true, correct and complete.

X David Heffel  
(Signature)

State of AZ County of Gila

The foregoing instrument was acknowledged before me this

13th day of August, 2013  
Day of Month Month Year

My commission expires on: Dec 13, 2016  
(Date)

Vise R. Palmer  
(Signature of NOTARY PUBLIC)

You must obtain local government approval. City or County MUST recommend event & complete item #20. The local city or county jurisdiction may require additional applications to be completed and additional licensing fees before approval may be granted.

**LOCAL GOVERNING BODY APPROVAL SECTION**

20. I, \_\_\_\_\_, hereby recommend this special event application  
(Government Official) (Title)  
behalf of \_\_\_\_\_  
(City, Town or County) (Signature of OFFICIAL) (Date)

**FOR DLLC DEPARTMENT USE ONLY**

Department Comment Section:

(Employee)

(Date)

APPROVED ☐ DISAPPROVED

BY: \_\_\_\_\_

(Title)

(Date)

\$130K

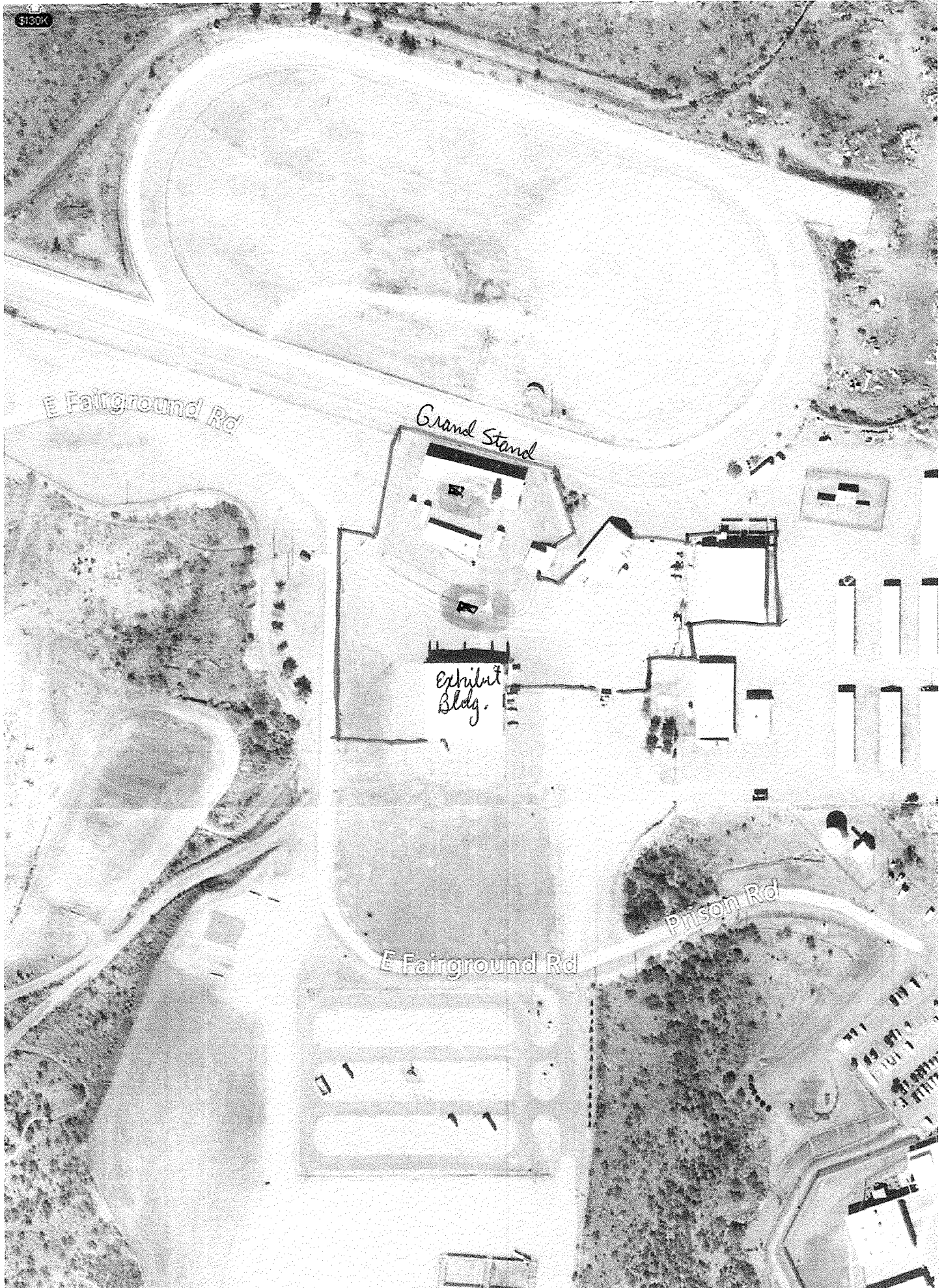
E Fairground Rd

Grand Stand

Exhibit Bldg.

Prison Rd

E Fairground Rd



**ARF-2055**

**Consent Agenda Item 4. J.**

**Regular BOS Meeting**

**Meeting Date:** 09/03/2013

Submitted For: Marian  
Sheppard,  
Clerk, BOS

Submitted By: Laurie Kline, Deputy Clerk, Clerk of the  
Board of Supervisors

Department: Clerk of the Board of Supervisors

---

Information

Request/Subject

Arizona State Parks Foundation Special Event Liquor License Application for October 19, 2013

Background Information

A qualified organization may submit an application to serve liquor at a special event for up to 10 days per year. The Arizona Department of Liquor Licenses and Control (DLLC) approves all liquor-related applications; however, part of the Department's process requires that the local governing body review the application and submit a recommendation for approval or disapproval to the Department for any establishment located within the jurisdiction of that local governing body.

Evaluation

The Clerk of the Board of Supervisors has reviewed the application.

Conclusion

This charitable organization has properly completed the application and if the Board of Supervisors approves the application, Arizona State Parks Foundation will have used 1 day of the allowable 10 days to serve liquor at a special event in 2013.

Recommendation

The Clerk of the Board recommends that the Board of Supervisors approve this application. Upon approval, the applicant has the responsibility to submit the application to the DLLC for final approval.

Suggested Motion

Approval of a Special Event Liquor License Application submitted by Arizona State Parks Foundation to serve liquor during a fund-raiser event for Friends of Tonto Natural Bridge State Park, an affiliate of Arizona State Parks Foundation, on October 19, 2013, for the benefit of Arizona State Parks Foundation.

---

Attachments

AZ State Parks Foundation Application for a Special Event on October 19, 2013

800 W Washington 5th Floor  
Phoenix, Arizona 85007-2934  
(602) 542-5141

Fee = \$25.00 per day for 1-10 day events only  
A service fee of \$25.00 will be charged for all dishonored checks (A.R.S. § 44-6852)

**\*\*Application must be approved by local government before submission to Department of Liquor Licenses and Control. (Section #20)**

1. Name of Organization: Arizona State Parks Foundaton

2. Non-Profit/I.R.S. Tax Exempt Number: 20-1196825

3. The organization is a: (check one box only)

☒ Charitable      ☐ Fraternal (must have regular membership and in existence for over 5 years)

☐ Civic      ☐ Religious      ☐ Political Party, Ballot Measure, or Campaign Committee

4. What is the purpose of this event? ☒ on-site consumption ☐ off-site consumption (auction) ☐ both

Fund raising event for Friends of Tonto Natural Bridge State Park, an affiliate of Arizona State Parks Foundation

5. Location of the event:	Tonto Natural Bridge State Park (Hwy 87 & FSR 583)	Payson	Gila	85541
	Address of physical location (Not P.O. Box)	City	County	Zip

**Applicant must be a member of the qualifying organization and authorized by an Officer, Director or Chairperson of the Organization named in Question #1. (Signature required in section #18)**

<b>6. Applicant:</b>	Statler	Cristie	M.	1-22-59
	Last	First	Middle	Date of Birth

7. Applicant's Mailing Address:	12950 N. 7th Street	Phoenix	AZ	85022
	Street	City	State	Zip

8. Phone Numbers: ( 928 ) 476-4202 ( 602 ) 920-4505 ( 602 ) 882-9159  
Site Owner # Applicant's Business # Applicant's Home #

9. Date(s) & Hours of Event: (see A.R.S. 4-244(15) and (17) for legal hours of service)

	Date	Day of Week	Hours from A.M./P.M.	To A.M./P.M.
Day 1:	10-19-13	Saturday	<del>4</del> PM	<del>8</del> PM
Day 2:				
Day 3:				
Day 4:				
Day 5:				
Day 6:				
Day 7:				
Day 8:				
Day 9:				
Day 10:				

**\*Disabled individuals requiring special accommodations, please call (602) 542-9027**

10. Has the applicant been convicted of a felony in the past five years, or had a liquor license revoked?  
☐ YES ☒ NO (attach explanation if yes)

11. This organization has been issued a special event license for 2 days this year, including this event  
(not to exceed 10 days per year).

12. Is the organization using the services of a promoter or other person to manage the event? ☐ YES ☒ NO  
If yes, attach a copy of the agreement.

13. List all people and organizations who will receive the proceeds. Account for 100% of the proceeds.  
**THE ORGANIZATION APPLYING MUST RECEIVE 25% OF THE GROSS REVENUES OF THE SPECIAL  
EVENT LIQUOR SALES.**

Name Friends of Tonto Natural Bridge State Park, an affiliate of Arizona State Parks Foundation 100  
Percentage

Address PO Box 841, Payson, AZ 85547-0841

Name \_\_\_\_\_ Percentage

Address \_\_\_\_\_  
(Attach additional sheet if necessary)

14. Knowledge of Arizona State Liquor Laws Title 4 is important to prevent liquor law violations. If you have  
any questions regarding the law or this application, please contact the Arizona State Department of Liquor  
Licenses and Control for assistance.

NOTE: ALL ALCOHOLIC BEVERAGE SALES MUST BE FOR CONSUMPTION AT THE EVENT SITE ONLY.  
**"NO ALCOHOLIC BEVERAGES SHALL LEAVE SPECIAL EVENT PREMISES."**

15. What security and control measures will you take to prevent violations of state liquor laws at this event?  
(List type and number of security/police personnel and type of fencing or control barriers if applicable)

\_\_\_\_\_ # Police ☒ Fencing  
4 # Security personnel ☒ Barriers

Two (2) Security Personnel from 4PM - 10PM @ security positions

One (1) Security Personnel @ Contact Station (site 3 on map)

One (1) Security Personnel roaming event licensed premises.

16. Is there an existing liquor license at the location where the special event is being held? ☐ YES ☒ NO  
If yes, does the existing business agree to suspend their liquor license during the time  
period, and in the area in which the special event license will be in use? ☐ YES ☐ NO

**(ATTACH COPY OF AGREEMENT)**

\_\_\_\_\_  
Name of Business ( ) Phone Number

17. Your licensed premises is that area in which you are authorized to sell, dispense, or serve spirituous liquors  
under the provisions of your license. The following page is to be used to prepare a diagram of your special  
event licensed premises. Please show dimensions, serving areas, fencing, barricades or other control  
measures and security positions.

**SPECIAL EVENT LICENSED PREMISES DIAGRAM**  
(This diagram must be completed with this application)

Special Event Diagram: (Show dimensions, serving areas, and label type of enclosure and security positions)  
NOTE: Show nearest cross streets, highway, or road if location doesn't have an address.

See following page

N↑

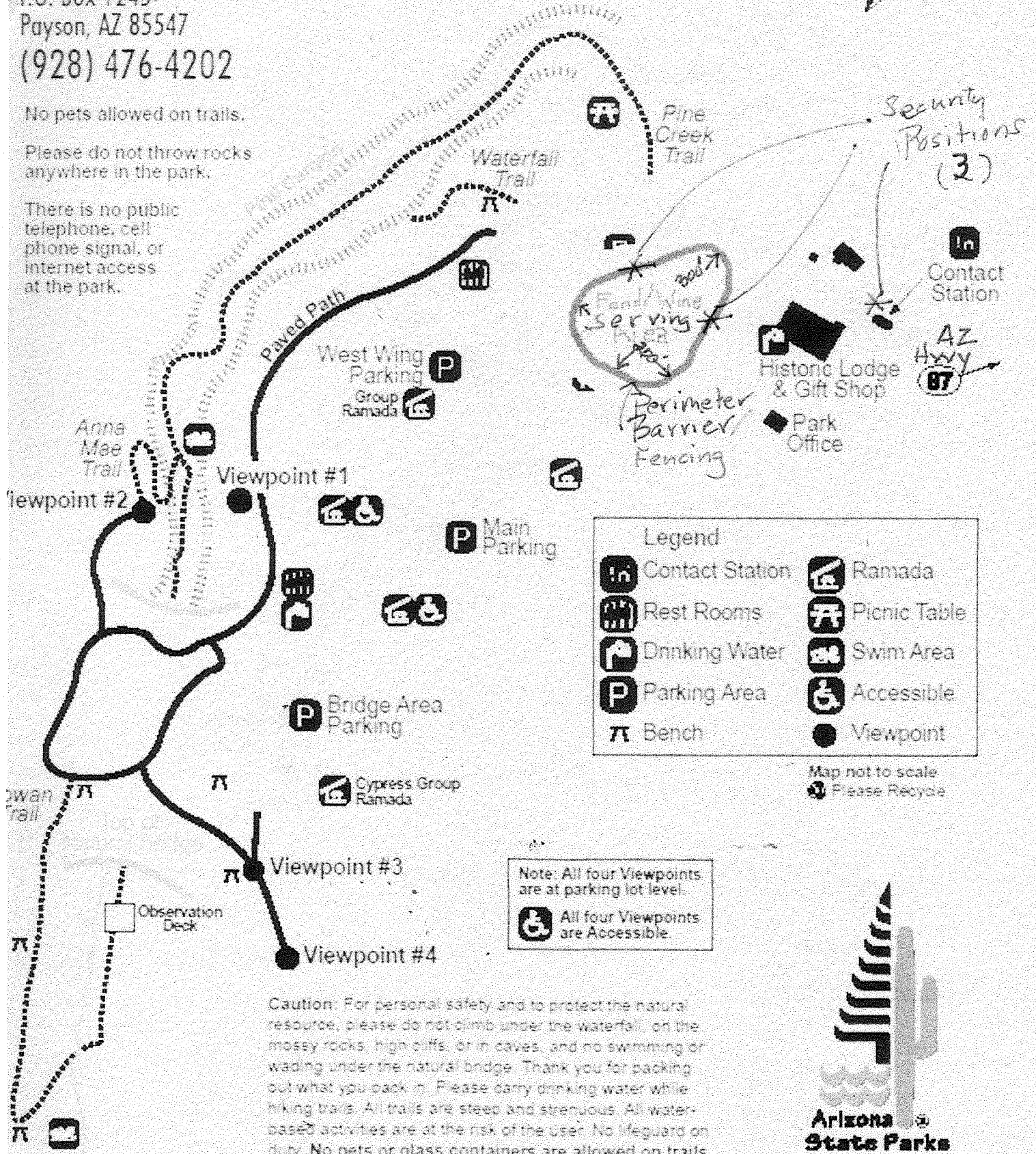
# Tonto Natural Bridge State Park

P.O. Box 1245  
Payson, AZ 85547  
(928) 476-4202

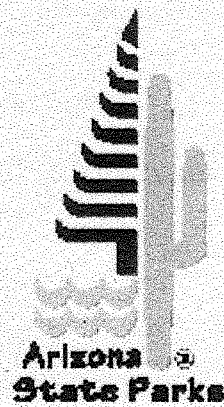
No pets allowed on trails.

Please do not throw rocks anywhere in the park.

There is no public telephone, cell phone signal, or internet access at the park.



Map not to scale  
Please Recycle

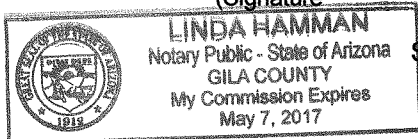


[AZStateParks.com](http://AZStateParks.com)

**THIS SECTION TO BE COMPLETED ONLY BY AN OFFICER, DIRECTOR OR CHAIRPERSON OF THE ORGANIZATION NAMED IN QUESTION #1**

18. I, Cristie M. Statler declare that I am an Officer/Director/Chairperson appointing the  
(Print full name)  
applicant listed in Question 6, to apply on behalf of the foregoing organization for a Special Event Liquor License.

X Cristie M. Statler Executive Director 8.7.13 (602) 920-4505  
(Signature) (Title/Position) (Date) (Phone #)



State of AZ

AZ

County of GILA

The foregoing instrument was acknowledged before me this

7th Aug 2013  
Day Month Year

My Commission expires on: 5-7-2017

(Date)

Linda Hamman  
(Signature of NOTARY PUBLIC)

**THIS SECTION TO BE COMPLETED ONLY BY THE APPLICANT NAMED IN QUESTION #6**

19. I, Cristie M. Statler declare that I am the APPLICANT filing this application as  
(Print full name)  
listed in Question 6. I have read the application and the contents and all statements are true, correct and complete.

X Cristie M. Statler  
(Signature)

State of AZ

County of GILA

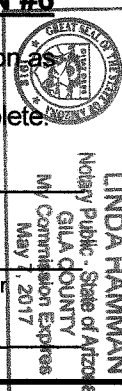
The foregoing instrument was acknowledged before me this

7th Aug 2013  
Day Month Year

My commission expires on: 5-7-2017

(Date)

Linda Hamman  
(Signature of NOTARY PUBLIC)



**You must obtain local government approval. City or County MUST recommend event and complete item #20. The local governing body may require additional applications to be completed and submitted 60 days in advance of the event. Additional licensing fees may also be required before approval may be granted.**

**LOCAL GOVERNING BODY APPROVAL SECTION**

20. I, \_\_\_\_\_ hereby recommend this special event application  
(Government Official) (Title)  
on behalf of \_\_\_\_\_  
(City, Town or County) (Signature of OFFICIAL) (Date)

**FOR DLLC DEPARTMENT USE ONLY**

Department Comment Section:

\_\_\_\_\_  
(Employee)

\_\_\_\_\_  
(Date)

☐ APPROVED

☐ DISAPPROVED

BY: \_\_\_\_\_

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Date)

**ARF-2047**

**4. K.**

**Regular BOS Meeting**

**Meeting Date:** 09/03/2013

**Reporting Period:** Payson Regional Constable's Office Monthly Report for July 2013

**Submitted For:** Colt White

**Submitted By:** Michelle Keegan,  
Administrative Clerk Senior,  
Constable - Payson

---

**Information**

**Subject**

Payson Regional Constable's Office Monthly Report for July 2013

**Suggested Motion**

Acknowledgment of the July 2013 monthly activity report submitted by the Payson Regional Constable's Office.

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**Attachments**

Payson Regional Constable's Office Monthly Report for July 2013

**David Vaughn**  
Deputy Constable



**Michelle Keegan**  
Clerk of the Constable

Office of  
**Payson Regional Constable**  
**Colt White**

## **July 2013** **MONTHLY REPORT**

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**MONTHLY ACTIVITY LETTER**

**MONTHLY COMPARISON SHEET**

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**SERVICE SUMMARY REPORT**

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**LOG OF NON-FEES**

**MILEAGE CHART**

**TREASURER'S RECEIPT**

David Vaughn  
Deputy Constable



Michelle Keegan  
Clerk of the Constable

Office of  
Payson Regional Constable  
Colt White

August 1, 2013

Gila County Board of Supervisors  
Gila County Courthouse  
1400 East Ash Street  
Globe, Arizona 85501

**PAYSON REGIONAL CONSTABLE'S OFFICE MONTHLY ACTIVITY LETTER**

For the month of **July, 2013**, the Payson Regional Constable's Office:

- ♦ Received a total of **116** papers for service
- ♦ Drove a total of **1,696** miles
- ♦ Collected a total of **\$1,354.80** as follows:

• Check Total	\$292.20
• Cash Total	<u>\$1,062.60</u>
• Total Deposited	\$1,354.80
• Less Writ Fee (2 @ \$5.00/each) Collected (Check #2327/Treasurer's Receipt #98368)	<u>(\$ 10.00)</u>
• Paid to General Fund (Check #2328/Treasurer's Receipt #98369)	\$1,344.80
• Additional funds from the Town of Payson paid into General Fund for process serving by the Payson Constable	<u>\$ 875.00</u>
Grand Total Paid to General Fund	<b><u>\$2,219.80</u></b>

Respectfully submitted,

A handwritten signature in black ink, appearing to be "Colt White", is written over a horizontal line. The number "7270" is written in the bottom right corner of the signature.

Colt White  
Payson Regional Constable  
Gila County, Payson, Arizona

David Vaughn  
Deputy Constable



Michelle Keegan  
Clerk of the Constable

Office of  
Payson Regional Constable  
Colt White

**PAYSON REGIONAL CONSTABLE'S OFFICE STATISTICS**  
**MONTHLY TOTALS FOR FISCAL YEAR 2013-2014**

2013-2014 MONTH	TOTAL PAPERS	MILES DRIVEN	FEES COLLECTED	CONTRACT INCOME	ADJUSTED TOTAL
JULY	116	1,696	\$1,354.80	\$875.00	\$2,229.80
AUGUST					
SEPTEMBER					
OCTOBER					
NOVEMBER					
DECEMBER					
JANUARY					
FEBRUARY					
MARCH					
APRIL					
MAY					
JUNE					
YEAR TOTAL:	116	1,696	\$1,354.80	\$875.00	\$2,229.80

CHECK AND CASH RECEIVED FOR MONTH				July	2013
DATE	CHECK# / RECEIPT#	AMOUNT	CASE #	PLAINTIFF	DEFENDANT
7/2/2013	485182	\$68.00	2013CV398-FD	Tropic Investments LLC Rim Shadow RV Park	Michael Lechaix
7/3/2013	485183	\$56.00	DO201100342	William David Rinehart, Jr.	Lauriena L. Neal-Rinehart
7/5/2013	485184	\$60.00	2013CV000400	Lana D Day	Robin Flowers
7/8/2013	485185	\$48.00	2013CV402-FD	NJ Alvidrez	Beau James Lootans
7/9/2013	485186	\$48.00	2013CV403FD	Penn Black	Jeff Mankin & Kathi Azeem
7/9/2013	485187	\$40.00	2013CV000404	Katie Lynn Dunn Parks	Bryce Cook
7/9/2013	485188	\$60.00	2013CV000405	Katie Lynn Dunn Parks	Benjamin Ernest Pratt
7/15/2013	485189	\$97.00	2013CV398-FD	Tropic Investments LLC Rim Shadow RV Park	Michael Lechaix
7/22/2013	485190	\$48.00	2013CV430-FD	Rick Sexton	Johanna Sweatt
7/22/2013	485191	\$48.00	2013CV431-FD	Rick Sexton	Patrick White
7/22/2013	485192	\$40.00	2013CV0350	Jerry Bergstrand	Danny L Dorough
7/22/2013	485193	\$48.00	2013CV432-FD	Oscar A Culp	Jonathan Frank Kristian Compton
7/22/2013	485194	\$75.20	2013CV433FD	Ross & Betty Gooder	Rick & Judy Slightam
7/23/2013	485195/2192	\$60.00	2013CV000429	High Country Family Care	Ronald "Hobie" James Cluff
7/23/2013	485196/20221	\$40.00	2013CV387-UN	Portfolio Recovery Associates, LLC (JLL Process Corp)	Judy L Howell and John/Jane Doe Howell (if married)
7/23/2013	485197/20221	\$40.00	2009CV474OV	Discover Bank (JLL Process Corp)	Matthew S Roberson Jane Doe Roberson
7/23/2013	485198/20378	\$29.00	CV2011449	Discover Bank (JLL Process Corp)	John L Rippy & Jane/John Doe Rippy aka Michelle Rippy
7/24/2013	485199/4743	\$56.00	FC2013-092628	Caleb Miller (Stromfors Law Office)	Michelle Pfister
7/25/2013	485200	\$40.00	2013CV000440	Chelsee Loucks	Talisa Ann Thiele
7/25/2013	691501/1426	\$67.20	2013CV000443	Steve Marley	Rick (Ricky) Slightham
7/25/2013	691502	\$40.00	2013CV000444	Big Bear Enterprises (Tami McCloud)	Sam Garcia, Sr
7/25/2013	691502	\$24.00	2013CV000445	Big Bear Enterprises (Tami McCloud)	Maria Garcia
7/29/2013	691503	\$40.00	2013CV000454	Sam Garcia, Sr	Tami McCloud
7/29/2013	691503	\$24.00	2013CV000455	Sam Garcia, Sr	James Curtis McCloud
7/29/2013	691504	\$67.20	2013CV000457	Rickey Slightam	Steve Marley
7/31/2013	691505	\$67.20	2013CV000461	Betty Marley Gooder	Judy Slightam
7/31/2013	691505	\$24.00	2013CV000462	Betty Marley Gooder	Rickey J. Slightam
	<b>Total deposit for July 2013</b>	\$1,354.80			
	<b>Writ Fees Collected for July 2013 8/1/2013 ck#2327</b>	\$10.00			
	<b>Adjusted Service Fees Collected for July 2013 8/1/2013 ck#2328</b>	\$1,344.80			

**PAYSON REGIONAL CONSTABLE**

Colt White

108 West Main Street Payson, Arizona 85541

Payson Regional Constable's Office,  
Payson Regional  
(928) 474-3844



Date: 8/1/2013

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**GENERAL CERTIFICATE of SERVICE**  
**SERVICE SUMMARY REPORT - by DATE SERVED**  
7/1/2013 TO 7/31/2013

<b>Number of Cases</b>	<b>Description</b>
10	Injunction Against Harassment (Fee)
3	Injunction Against Workplace Harassment (Fee)
1	Order To Appear; Petition To Modify Child Support Order (Fee)
1	Petition For Modification Of Parenting Time; Order To Appear (Fee)
1	Summons & Complaint (Fee)
2	Summons & Complaint Contract (Fee)
7	Summons & Complaint-Forcible Detainer (Fee)
1	Writ Of Garnishment (Earnings) & Summons (Fee)
1	Writ Of Restitution (Fee)
1	Amended Order of Protection
2	Hearing Order
1	Notice of Violation-Request For Voluntary Compliance
12	Notice To Appear; Petition
6	Order Of Protection
57	Subpoena

Date: 8/1/2013

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**GENERAL CERTIFICATE of SERVICE**  
**SERVICE SUMMARY REPORT - by DATE SERVED**

7/1/2013 TO 7/31/2013

<b>Number of Cases</b>	<b>Description</b>
2	Subpoena Trial Reset
1	Summons
7	Summons & Complaint
<hr/>	
<b>Total Number of Fee Services</b>	27
<b>Total Number of Non Fee Services</b>	89
<b>Total Number of Services</b>	116

**PAYSON REGIONAL CONSTABLE**

Colt White  
108 West Main Street Payson, Arizona 85541

Payson Regional Constable's Office,  
Payson Regional  
(928) 474-3844



**ITEMIZED SERVICES by DATE RECEIVED for TREASURER**  
7/1/2013 TO 7/31/2013

Date: 8/1/2013

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Date Received	Date Served	Case Number / Service	Plaintiff / Defendant	Person To Be Served / Address	Person Served / Address	Fees / Paid	Reference	Agency	Miles / Attempts
7/2/2013	7/3/2013	2013CV398-FD	Tropic Investments LLC Rim Shadow RV Park	Michael Lechaix	Posted-front door	\$68.00	485182	Payson Justice Court	0
		Summons & Complaint-Forcible Detainer	Michael Lechaix	4344 Highway 87 Lot 42 Pine, AZ 85544	4344 Highway 87 Lot 42 Pine, AZ 85544	\$68.00			1
7/3/2013	7/3/2013	DO201100342	William David Rinehart, Jr.	Lauriena L. Neal-Rinehart	Lauriena L. Neal-Rinehart	\$56.00	485183	Superior Court Gila County	0
		Petition For Modification Of Parenting Time; Order To Appear	Lauriena L. Neal-Rinehart	210 A S Colcord Road Payson, AZ 85541	210 A S Colcord Road Payson, AZ 85541	\$56.00			3
7/5/2013	7/5/2013	2013CV000400	Lana D Day	Robin Flowers	Robin Flowers	\$60.00	485184	Payson Regional Justice Court	0
		Injunction Against Harassment	Robin Flowers	383 S. Old Meadow Lane Tonto Creek Shores, AZ 85541	383 S. Old Meadow Lane Tonto Creek Shores, AZ 85541	\$60.00			5
7/8/2013	7/9/2013	2013CV402-FD	N J Alvidrez	Beau James Lootans	Alexis Houle	\$48.00	485185	Payson Regional Justice Court	0
		Summons & Complaint-Forcible Detainer	Beau James Lootans	803 W Rim View Road Payson, AZ 85541	803 W Rim View Road Payson, AZ 85541	\$48.00			1
7/9/2013	7/9/2013	2013CV403FD	Penn Black	Jeff Mankin & Kathi Azeem	Kathi Azeem	\$48.00	485186	Payson Justice Court	0
		Summons & Complaint-Forcible Detainer	Jeff Mankin & Kathi Azeem	203 E Airline Drive #B Payson, AZ 85541	203 E Airline Drive #B Payson, AZ 85541	\$48.00			1
7/9/2013	7/9/2013	2013CV000404	Katie Lynn Dunn Parks	Bryce Cook	Bryce Cooke	\$40.00	485187	Payson Regional Justice Court	0
		Injunction Against Harassment	Bryce Cook	301 W Bonita Payson, AZ 85541	108 W Main Street Payson, AZ 85541	\$40.00			1
7/9/2013	8/30/2013	2013CV000405	Katie Lynn Dunn Parks	Benjamin Ernest Pratt	Benjamin Ernest Pratt	\$60.00	485188	Payson Regional Justice Court	0
		Injunction Against Harassment	Benjamin Ernest Pratt	4556 Pine Creek Drive Pine, AZ 85541	1100 South Street Globe, AZ 85502	\$60.00			16
7/15/2013	7/15/2013	2013CV398-FD	Tropic Investments LLC Rim Shadow RV Park	Michael Lechaix	Posted-front door	\$97.00	485189	Payson Regional Justice Court	0
		Writ Of Restitution	Michael Lechaix	4344 Highway 87 Lot 42 Pine, AZ 85544	4344 Highway 87 Lot 42 Pine, AZ 85544	\$97.00			1
7/19/2013	7/22/2013	2013CV0350	Jerry Bergstrand	Danny L Dorough	Danny L Dorough	\$40.00	485192	Show Low Justice Court	0
		Summons & Complaint	Danny L Dorough	301 E Highway 260 Payson, AZ 85541	705 N Ponderosa Circle Payson, AZ 85541	\$40.00			3

# ITEMIZED SERVICES by DATE RECEIVED for TREASURER

7/1/2013 TO 7/31/2013

Date: 8/1/2013

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Date Received	Date Served	Case Number / Service	Plaintiff / Defendant	Person To Be Served / Address	Person Served / Address	Fees / Paid	Reference	Agency	Miles / Attempts
7/22/2013	7/22/2013	2013CV431-FD	Rick Sexton	Patrick White	Posted-front door	\$48.00	485191	Payson Justice Court	0
		Summons & Complaint-Forcible Detainer	Patrick White	109 East McCaney #2 Payson, AZ 85541	109 E McKamey #2 Payson, AZ 85541	\$48.00			1
7/22/2013	7/22/2013	2013CV430-FD	Rick Sexton	Johanna Sweatt	Posted-front door	\$48.00	485190	Payson Justice Court	0
		Summons & Complaint-Forcible Detainer	Johanna Sweatt	109 E McKamey #6 Payson, AZ 85541	109 E McKamey #6 Payson, AZ 85541	\$48.00			1
7/22/2013	7/23/2013	2013CV432-FD	Oscar A Culp	Jonathan Frank Kristian Compton	Posted-front door	\$48.00	485193	Payson Justice Court	0
		Summons & Complaint-Forcible Detainer	Jonathan Frank Kristian Compton	278 E Springdale Drive Star Valley, AZ 85541	278 E Springdale Drive Star Valley, AZ 85541	\$48.00			1
7/22/2013	7/23/2013	2013CV433FD	Ross & Betty Gooder	Rick & Judy Slightam	Posted-front door	\$75.20	485194	Payson Justice Court	0
		Summons & Complaint-Forcible Detainer	Rick & Judy Slightam	10555 Fossil Creek Road Strawberry, AZ 85544	10555 Fossil Creek Road Strawberry, AZ 85544	\$75.20			1
7/23/2013	7/23/2013	2013CV000429	High Country Family Care Debbie Nichols	Ronald "Hobie" James Cluff	Ronald "Hobie" James Cluff	\$60.00	485195/2192	Payson Regional Justice Court	0
		Injunction Against Workplace Harassment	Ronald "Hobie" James Cluff	4757 Sycamore Pine, AZ 85544	4102 N Highway 87 Pine, AZ 85544	\$60.00			1
7/23/2013	7/25/2013	2013CV387-UN	Portfolio Recovery Associates, LLC	Judy L Howell	Unserved	\$40.00	485196/20221	Payson Regional Justice Court	0
		Summons & Complaint Contract	Judy L Howell and John/Jane Doe Howell (if married)	705 N Mazatzal Circle Payson, AZ 85541		\$40.00			3
7/23/2013	7/25/2013	2013CV387-UN	Portfolio Recovery Associates, LLC	John/Jane Doe Howell	Unserved	\$24.00		Payson Regional Justice Court	0
		Summons & Complaint Contract	Judy L Howell and John/Jane Doe Howell (if married)	705 N Mazatzal Circle Payson, AZ 85541		\$0.00			3
7/23/2013	7/25/2013	2009CV474OV	Discover Bank	Clear Line Plumbing, Matthew Scott Roberson, Authorized agent	Clear Line Plumbing, Matthew Scott Roberson, Authorized agent	\$69.00	485197/20221	Payson Regional Justice Court	0
		Writ Of Garnishment (Earnings) & Summons	Matthew S Roberson Jane Doe Roberson	413 Dealers Choice Road Star Valley, AZ 85541	6344 E Highway 260 Star Valley, AZ 85541	\$40.00			2
7/24/2013	7/29/2013	FC2013-092628	Caleb Miller	Michelle Pfister	Michelle Pfister	\$56.00	485199/4743	Superior Court of Maricopa County	0
		Order To Appear; Petition To Modify Child Support Order	Michelle Pfister	815 N Ponderosa Circle Payson, AZ 85541	815 N Ponderosa Circle Payson, AZ 85541	\$56.00			5
7/25/2013	7/25/2013	2013TR001156	Chelsee Loucks	Talisa Ann Thiele	Talisa Ann Thiele	\$40.00	485200	Payson Regional Justice Court	0
		Injunction Against Harassment	Talisa Ann Thiele	616 S McLane Road Payson, AZ 85541	616 S McLane Road Payson, AZ 85541	\$40.00			1
7/25/2013	7/25/2013	2013CV000443	Steve Marley	Rick (Ricky) Slightham	Rick (Ricky) Slightham	\$67.20	691501/1426	Payson Regional Justice Court	0
		Injunction Against Harassment	Rick (Ricky) Slightham	10555 W Fossil Creek Road Strawberry, AZ 85544	10491 W Fossil Creek Road Strawberry, AZ 85544	\$67.20			2
7/25/2013	7/25/2013	2013CV000444	Big Bear Enterprises, McCloud Tami, Authorized agent	Sam Garcia, Sr	Sam Garcia, Sr	\$40.00	691502	Payson Regional Justice Court	0
		Injunction Against Workplace Harassment	Sam Garcia, Sr	430 S Beeline Highway Payson, AZ 85541	400 W Main Street Payson, AZ 85541	\$40.00			1

**ITEMIZED SERVICES by DATE RECEIVED for TREASURER**

7/1/2013 TO 7/31/2013

Date: 8/1/2013

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Date Received	Date Served	Case Number / Service	Plaintiff / Defendant	Person To Be Served / Address	Person Served / Address	Fees / Paid	Reference	Agency	Miles / Attempts
7/25/2013	7/25/2013	2013CV000445	Big Bear Enterprises, McCloud Tami, Authorized agent	Maria Garcia	Maria Garcia	\$24.00	691502	Payson Regional Justice Court	0
		Injunction Against Workplace Harassment	Maria Garcia	430 S Beeline Highway Payson, AZ 85541	711 W Forest Payson, AZ 85541	\$24.00			1
7/29/2013	7/29/2013	2013CV000454	Sam Garcia, Sr	Tami E. McCloud	Tami E. McCloud	\$40.00	691503	Payson Regional Justice Court	0
		Injunction Against Harassment	Tami E. McCloud	422 S. Beeline Highway Payson, AZ 85541	422 S. Beeline Highway Payson, AZ 85544	\$40.00			1
7/29/2013	7/29/2013	2013CV000455	Sam Garcia, Sr	James Curtis McCloud	James Curtis McCloud	\$24.00	691503	Payson Regional Justice Court	0
		Injunction Against Harassment	James Curtis McCloud	422 S. Beeline Highway Payson, AZ 85544	422 S. Beeline Highway Payson, AZ 85544	\$24.00			1
7/29/2013	7/30/2013	2013CV000457	Rickey J. Slightam	Steve Marley	Steve Marley	\$67.20	691504	Payson Regional Justice Court	0
		Injunction Against Harassment	Steve Marley	10555 W Fossil Creek Road Strawberry, AZ 85544	3961 Hunt Pine, AZ 85544	\$67.20			4
7/31/2013		2013CV000461	Betty Marley Gooder	Judy Slightam		\$67.20	691505	Payson Regional Justice Court	0
		Injunction Against Harassment	Judy Slightam	10491 Fossil Creek Road Strawberry, AZ 85544		\$67.20			0
7/31/2013		2013CV000462	Betty Marley Gooder	Rickey J. Slightam		\$24.00	691505	Payson Regional Justice Court	0
		Injunction Against Harassment	Rickey J. Slightam	10491 Fossil Creek Road Strawberry, AZ 85544		\$24.00			0

**PAYSON REGIONAL CONSTABLE**

Colt White  
108 West Main Street Payson, Arizona 85541

Payson Regional Constable's Office,  
Payson Regional  
(928) 474-3844



**ITEMIZED SERVICES by DATE RECEIVED**

7/1/2013 TO 7/31/2013

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Date Received	Date Served	Case Number / Service	Plaintiff / Defendant	Person To Be Served / Address	Person Served / Address	Fees / Paid	Reference	Agency	Miles / Attempts
7/2/2013	7/2/2013	2013TC012037	State of Arizona	Judith Meeske	Judith Meeske	\$0.00		Payson Magistrate Court	0
		Subpoena	Jodie D. Beckham	2608 W Bulla Drive Payson, AZ 85541	2608 W Bulla Drive Payson, AZ 85541	\$0.00			1
7/2/2013	7/2/2013	2013TC012037	State of Arizona	Town Of Payson, Ofc. Tanner, Animal Control Officer	PPD Clipboard	\$0.00		Payson Magistrate Court	0
		Subpoena	Jodie D. Beckham	303 N. Beeline Highway Payson, AZ 85541	303 N. Beeline Highway Payson, AZ 85541	\$0.00			1
7/3/2013	7/3/2013	2013CV000399	Teresa Sellis	Sotorios (Sammy) Sellis	Sotorios (Sammy) Sellis	\$0.00		Payson Regional Justice Court	0
		Order Of Protection	Sotorios (Sammy) Sellis	1005 S Beeline Highway Payson, AZ 85541	1005 S Beeline Highway Payson, AZ 85541	\$0.00			1
7/5/2013	7/5/2013	2013CR000250	State of Arizona	Sharon Sutton	Sharon Sutton	\$0.00		Payson Justice Court	0
		Summons & Complaint	Sharon Sutton	3933 E Highway 260 #40 Star Valley, AZ 85541	3933 E Highway 260 #40 Star Valley, AZ 85541	\$0.00			1
7/8/2013	7/8/2013	2012TR12481	State of Arizona	Sadie Beth Wilson	Sadie Beth Wilson	\$0.00		Payson Magistrate Court	0
		Subpoena	Elrik Alger Phillimore	68 Sky Run Lane Star Valley, AZ 85541	68 Sky Run Lane Star Valley, AZ 85541	\$0.00			1
7/8/2013	7/9/2013	2013CR132	State of Arizona	Beth Ann Kendall	Beth Ann Kendall	\$0.00		Payson Regional Justice Court	0
		Subpoena	Mary E. Hansen	103 S. Walters Lane Star Valley, AZ 85541	103 S. Walters Lane Star Valley, AZ 85541	\$0.00			2
7/8/2013	7/8/2013	2013TR924	State of Arizona	GCSO, Deputy T. Hensley	GCSO Clipboard	\$0.00		Payson Regional Justice Court	0
		Subpoena	Deborah Casillas	108 W. Main Street Payson, AZ 85541	108 W. Main Street Payson, AZ 85541	\$0.00			1
7/8/2013	7/8/2013	2013TR924	State of Arizona	GCSO, Deputy Wayne Dorsett	GCSO Clipboard	\$0.00		Payson Regional Justice Court	0
		Subpoena	Deborah Casillas	108 W. Main Street Payson, AZ 85541	108 W. Main Street Payson, AZ 85541	\$0.00			1
7/8/2013	7/8/2013	2013TR924	State of Arizona	GCSO, Sgt. B. Havey	GCSO Clipboard	\$0.00		Payson Regional Justice Court	0
		Subpoena	Deborah Casillas	108 W. Main Street Payson, AZ 85541	108 W. Main Street Payson, AZ 85541	\$0.00			1
7/8/2013	7/8/2013	2013TR924	State of Arizona	Raymond Carlson	Raymond Carlson	\$0.00		Payson Regional Justice Court	0
		Subpoena	Deborah Casillas	1065 Christopher Creek Loop #12 Payson, AZ 85541	1065 Christopher Creek Loop #12 Payson, AZ 85541	\$0.00			1

**ITEMIZED SERVICES by DATE RECEIVED**

7/1/2013 TO 7/31/2013

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Date Received	Date Served	Case Number / Service	Plaintiff / Defendant	Person To Be Served / Address	Person Served / Address	Fees / Paid	Reference	Agency	Miles / Attempts
7/8/2013	7/8/2013	2013CR160	State of Arizona	GCSO, Sgt. B. Havey	GCSO Clipboard	\$0.00		Payson Regional Justice Court	0
		Subpoena	Mollie Scott	108 W. Main Street Payson, AZ 85541	108 W. Main Street Payson, AZ 85541	\$0.00			1
7/8/2013	7/8/2013	2013CR160	State of Arizona	GCSO, Deputy D Engler	GCSO Clipboard	\$0.00		Payson Regional Justice Court	0
		Subpoena	Mollie Scott	108 W Main Street Payson, AZ 85541	108 W. Main Street Payson, AZ 85541	\$0.00			1
7/8/2013	7/9/2013	2013CR160	State of Arizona	Tracey Scott	Tracey Scott	\$0.00		Payson Regional Justice Court	0
		Subpoena	Mollie Scott	3420 Lakeview Drive Pine, AZ 85541	3420 Lakeview Drive Pine, AZ 85541	\$0.00			1
7/8/2013	7/9/2013	2013CR160	State of Arizona	William S. Scott	William S. Scott	\$0.00		Payson Regional Justice Court	0
		Subpoena	Mollie Scott	3420 Lakeview Drive Pine, AZ 85541	300 N Beeline Highway Payson, AZ 85541	\$0.00			1
7/8/2013	7/8/2013	2013TR012265	State of Arizona	Paul Roosen	Paul Roosen	\$0.00		Payson Magistrate Court	0
		Summons & Complaint	Paul Roosen	3933 E Highway 260 #33 Star Valley, AZ 85541	3933 E Highway 260 #33 Star Valley, AZ 85541	\$0.00			1
7/9/2013	7/9/2013	2013TR764	State of Arizona	Department of Public Safety, Ofc. H. Thomason	DPS Clipboard - Payson	\$0.00		Payson Regional Justice Court	0
		Subpoena	Olar Calin	Department of Public Safety-Payson Office ,	Payson DPS Office Payson, AZ 85541	\$0.00			1
7/9/2013	7/9/2013	2013CV000184	Jacqui Jeffrey	Wesley Daniel Webb	Wesley Daniel Webb	\$0.00		Payson Regional Justice Court	0
		Amended Order of Protection	Wesley Daniel Webb	In Custody-Gila County Jail, Payson 108 W. Main Street Payson, AZ 85541	In Custody-Gila County Jail, Payson 108 W. Main Street Payson, AZ 85541	\$0.00			1
7/10/2013	7/11/2013	2013TR001478	State of Arizona	GCSO Dep , G Eggert	GCSO Clipboard	\$0.00		Payson Justice Court	0
		Subpoena	Shonda L. Zellner	108 W Main Street Payson, AZ 85541	108 W. Main Street Payson, AZ 85541	\$0.00			1
7/10/2013	7/11/2013	2013TR000764	State of Arizona	Department of Public Safety, Ofc. H. Thomason	DPS Clipboard - Payson	\$0.00		Payson Justice Court	0
		Subpoena Trial Reset	Calin Olar	Department of Public Safety-Payson Office ,	Payson DPS Office Payson, AZ 85541	\$0.00			1
7/10/2013	7/11/2013	2013TR001435	State of Arizona	Department of Public Safety, Ofc. H. Thomason	DPS Clipboard - Payson	\$0.00		Payson Justice Court	0
		Subpoena	Enis Burcham	Department of Public Safety-Payson Office ,	Payson DPS Office Payson, AZ 85541	\$0.00			1
7/10/2013	7/11/2013	2013TR001337	State of Arizona	Department of Public Safety, Ofc. Montgomery	DPS Clipboard - Payson	\$0.00		Payson Justice Court	0
		Subpoena Trial Reset	Celestina Gurule	Department of Public Safety Payson, AZ 85541	Payson DPS Office Payson, AZ 85541	\$0.00			1
7/12/2013	7/12/2013		Town of Payson - Community Development Department	Steven & Suzanne Borges	Suzanne Borges	\$0.00		N/A	0
		Notice of Violation-Request For Voluntary Compliance	Steven & Suzanne Borges	501 W Wade Lane Payson, AZ 85541	501 W Wade Lane Payson, AZ 85541	\$0.00			1
7/12/2013	7/12/2013	2013CR201	State of Arizona	GCSO, Deputy R. Chagolla	GCSO Clipboard	\$0.00		Payson Regional Justice Court	0
		Subpoena	Gregory Goelz	108 W. Main Street Payson, AZ 85541	108 W. Main Street Payson, AZ 85541	\$0.00			1

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Date Received	Date Served	Case Number / Service	Plaintiff / Defendant	Person To Be Served / Address	Person Served / Address	Fees / Paid	Reference	Agency	Miles / Attempts
7/12/2013	7/12/2013	2013CR201	State of Arizona	GCSO, Jacob Delecki	GCSO Clipboard	\$0.00		Payson Regional Justice Court	0
		Subpoena	Gregory Goelz	108 W Main Street Payson, AZ 85541	108 W. Main Street Payson, AZ 85541	\$0.00			1
7/12/2013	7/12/2013	2013CR201	State of Arizona	Gene O'Neill	Gene O'Neill	\$0.00		Payson Regional Justice Court	0
		Subpoena	Gregory Goelz	45 Walters Lane #2 Star Valley, AZ 85541	45 Walters Lane #2 Star Valley, AZ 85541	\$0.00			3
7/12/2013	7/12/2013	2013CR201	State of Arizona	Michelle T. Petite	Michelle T. Petite	\$0.00		Payson Regional Justice Court	0
		Subpoena	Gregory Goelz	45 Walters Lane #3 Star Valley, AZ 85541	200 W Pecan Street Payson, AZ 85541	\$0.00			4
7/15/2013	7/16/2013	2013CR12123	State of Arizona	Chris Allen Henderson	Chris Allen Henderson	\$0.00		Payson Magistrate Court	0
		Subpoena	David Eric Mikulak	304 N Kodz Road Payson, AZ 85541	304 N Kodz Road Payson, AZ 85541	\$0.00			5
7/15/2013	7/15/2013	2013CR12123	State of Arizona	Sadie Beth Wilson	Sadie Beth Wilson	\$0.00		Payson Magistrate Court	0
		Subpoena	David Eric Mikulak	68 Sky Run Lane Star Valley, AZ 85541	68 Sky Run Lane Star Valley, AZ 85541	\$0.00			2
7/15/2013	7/15/2013	2013CR12123	State of Arizona	Jodi Sigsby	Jodi Sigsby	\$0.00		Payson Magistrate Court	0
		Subpoena	David Eric Mikulak	1210 N Easy Street Payson, AZ 85541	1210 N Easy Street Payson, AZ 85541	\$0.00			1
7/15/2013	7/15/2013	2013CR12123	State of Arizona	Payson Police Department, Ofc. M. Zimmerman	PPD Clipboard	\$0.00		Payson Magistrate Court	0
		Subpoena	David Eric Mikulak	303 N. Beeline Highway Payson, AZ 85541	303 N. Beeline Highway Payson, AZ 85541	\$0.00			1
7/15/2013	7/15/2013	2013CR12095	State of Arizona	Brian John Rozboril	Unserved	\$0.00		Payson Magistrate Court	0
		Subpoena	Solon Abram	103 West Pinon Circle Payson, AZ 85541		\$0.00			1
7/15/2013	7/17/2013	2013CV000419	Jill Uptain	Anne M Welch	Anne M Welch	\$0.00		Payson Regional Justice Court	0
		Order Of Protection	Anne M Welch	304 E Pinnacle Circle Payson, AZ 85541	605 S Tonto Street Payson, AZ 85541	\$0.00			7
7/15/2013	7/16/2013	2013TR997	State of Arizona	Payson Police Department, Det. C. DeSchaaf	PPD Clipboard	\$0.00		Payson Regional Justice Court	0
		Subpoena	Mark Rolland Fickel	303 N. Beeline Highway Payson, AZ 85541	303 N. Beeline Highway Payson, AZ 85541	\$0.00			1
7/15/2013	7/18/2013	2013TR997	State of Arizona	Michelle Dyan Laurie	Michelle Dyan Laurie	\$0.00		Payson Regional Justice Court	0
		Subpoena	Mark Rolland Fickel	3760 E. Highway 260, # 10 Star Valley, AZ 85541	307B S Highway 87 Payson, AZ 85541	\$0.00			5
7/15/2013	7/16/2013	2013TR997	State of Arizona	Gila County Narcotics Task Force, Det. T.R. Phillips	GCSO Clipboard	\$0.00		Payson Regional Justice Court	0
		Subpoena	Mark Rolland Fickel	108 W. Main Street Payson, AZ 85541	108 W. Main Street Payson, AZ 85541	\$0.00			1
7/15/2013	7/16/2013	2013TR997	State of Arizona	Gila County Narcotics Task Force, Det. R.A. McDaniel	GCSO Clipboard	\$0.00		Payson Regional Justice Court	0
		Subpoena	Mark Rolland Fickel	108 W. Main Street Payson, AZ 85541	108 W. Main Street Payson, AZ 85541	\$0.00			1
7/15/2013	7/16/2013	2013TR997	State of Arizona	GCSO, Deputy D Engler	GCSO Clipboard	\$0.00		Payson Regional Justice Court	0
		Subpoena	Mark Rolland Fickel	108 W Main Street Payson, AZ 85541	108 W. Main Street Payson, AZ 85541	\$0.00			1

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Date Received	Date Served	Case Number / Service	Plaintiff / Defendant	Person To Be Served / Address	Person Served / Address	Fees / Paid	Reference	Agency	Miles / Attempts
7/15/2013	7/16/2013	2012TR0012	State of Arizona	GCSO, Deputy R Hanse	GCSO Clipboard	\$0.00		Payson Regional Justice Court	0
		Subpoena	Christa Lynn Eastes	108 West Main Street Payson, AZ 85541	108 W. Main Street Payson, AZ 85541	\$0.00			1
7/15/2013	7/16/2013	2013CR598	State of Arizona	GCSO, Deputy L. Kerszykowski	GCSO Clipboard	\$0.00		Payson Regional Justice Court	0
		Subpoena	Michelle Kathleen Martin	108 W. Main Street Payson, AZ 85541	108 W. Main Street Payson, AZ 85541	\$0.00			1
7/15/2013	7/16/2013	2013CR598	State of Arizona	GCSO, Jacob Delecki	GCSO Clipboard	\$0.00		Payson Regional Justice Court	0
		Subpoena	Michelle Kathleen Martin	108 W Main Street Payson, AZ 85541	108 W. Main Street Payson, AZ 85541	\$0.00			1
7/15/2013	7/19/2013	2013CR598	State of Arizona	Dennis James Mason	Dennis James Mason	\$0.00		Payson Regional Justice Court	0
		Subpoena	Michelle Kathleen Martin	225 W Ruiz Canyon Road Globe, AZ 85501	225 W Ruiz Canyon Road Globe, AZ 85501	\$0.00			2
7/15/2013	7/16/2013	2012CR100	State of Arizona	GCSO, Deputy T. Nudson	GCSO Clipboard	\$0.00		Payson Regional Justice Court	0
		Subpoena	Andrew Edward Jasper	108 W. Main Street Payson, AZ 85541	108 W. Main Street Payson, AZ 85541	\$0.00			1
7/15/2013	7/20/2013	2012CR100	State of Arizona	GCSO, Deputy G. Links	GCSO, Deputy G. Links	\$0.00		Payson Regional Justice Court	0
		Subpoena	Andrew Edward Jasper	3975 Dripping Springs Road Winkleman, AZ 85192	3975 Dripping Springs Road Winkleman, AZ 85192	\$0.00			4
7/15/2013	7/23/2013	2012CR100	State of Arizona	Ed Stevens	Ed Stevens	\$0.00		Payson Regional Justice Court	0
		Subpoena	Andrew Edward Jasper	347 Mimosa Tonto Basin, AZ 85553	108 W Main Street Payson, AZ 85541	\$0.00			4
7/15/2013	7/17/2013	2012CR100	State of Arizona	Joey Miracle	Joey Miracle	\$0.00		Payson Regional Justice Court	0
		Subpoena	Andrew Edward Jasper	961 Sleepy Hollow Space 2 Tonto Basin, AZ 85553	215 S State Route 188 Tonto Basin, AZ 85553	\$0.00			1
7/15/2013	7/17/2013	2012CR100	State of Arizona	Pat Flattery	Pat Flattery	\$0.00		Payson Regional Justice Court	0
		Subpoena	Andrew Edward Jasper	State Route 188 mp 257 Tonto Basin, AZ 85553	264 N Sycamore Tonto Basin, AZ 85553	\$0.00			2
7/15/2013	7/17/2013	2012CR100	State of Arizona	Norma Cline	Norma Cline	\$0.00		Payson Regional Justice Court	0
		Subpoena	Andrew Edward Jasper	State Route 188 mp 257 Tonto Basin, AZ 85553	215 S State Route 188 Tonto Basin, AZ 85541	\$0.00			2
7/15/2013	7/16/2013	CR2012-182	State of Arizona	Payson Police Department, Ofc. Michael McAnerny	PPD Clipboard	\$0.00		Superior Court Gila County	0
		Subpoena	Charles L Phippeny	303 N. Beeline Highway Payson, AZ 85541	303 N. Beeline Highway Payson, AZ 85541	\$0.00			1
7/15/2013	7/16/2013	CR2012-182	State of Arizona	Payson Police Department, Det. C. DeSchaaf	PPD Clipboard	\$0.00		Superior Court Gila County	0
		Subpoena	Charles L Phippeny	303 N. Beeline Highway Payson, AZ 85541	303 N. Beeline Highway Payson, AZ 85541	\$0.00			1
7/15/2013	7/16/2013	CR2012-182	State of Arizona	Payson Police Department, Sgt. Jason Hazelo	PPD Clipboard	\$0.00		Superior Court Gila County	0
		Subpoena	Charles L Phippeny	303 N. Beeline Highway Payson, AZ 85541	303 N. Beeline Highway Payson, AZ 85541	\$0.00			1

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Date Received	Date Served	Case Number / Service	Plaintiff / Defendant	Person To Be Served / Address	Person Served / Address	Fees / Paid	Reference	Agency	Miles / Attempts
7/15/2013	7/16/2013	CR2012-182	State of Arizona	Payson Police Department, Ofc. J. Deaton	PPD Clipboard	\$0.00		Superior Court Gila County	0
		Subpoena	Charles L Phippeny	303 N. Beeline Highway Payson, AZ 85541	303 N. Beeline Highway Payson, AZ 85541	\$0.00			1
7/15/2013	7/16/2013	JV2013-129	State of Arizona	minor	Marcella Proctor	\$0.00		Juvenile Court Gila County	0
		Notice To Appear; Petition	minor	110 W Airport Road #11 Payson, AZ 85541	110 W Airport Road #11 Payson, AZ 85541	\$0.00			1
7/15/2013	7/17/2013	JV2013-129	State of Arizona	Frederick A. Proctor	Frederick A. Proctor	\$0.00		Juvenile Court Gila County	0
		Notice To Appear; Petition	minor	110 W Airport Road #11 Payson, AZ 85541	301 S McLane Payson, AZ 85541	\$0.00			5
7/15/2013	7/16/2013	JV2013-130	State of Arizona	minor	Melissa Garcia	\$0.00		Juvenile Court Gila County	0
		Notice To Appear; Petition	minor	408 E Eidlewiess Circle Payson, AZ 85541	408 E Widlewiess Circle Payson, AZ 85541	\$0.00			1
7/15/2013	7/16/2013	JV2013-130	State of Arizona	Melissa Garcia	Melissa Garcia	\$0.00		Juvenile Court Gila County	0
		Notice To Appear; Petition	minor	408 E Widlewiess Circle Payson, AZ 85541	408 E Widlewiess Circle Payson, AZ 85541	\$0.00			1
7/17/2013	7/23/2013	CR2013-00320	State of Arizona	Ricci Kristen Saliba	Unserved	\$0.00		Superior Court Gila County	0
		Summons	Ricci Kristen Saliba	319 S Golden Bear Point Payson, AZ 85541		\$0.00			4
7/17/2013	7/18/2013	JV2013-142	State of Arizona	minor	Shawn A Simmons	\$0.00		Juvenile Court Gila County	0
		Notice To Appear; Petition	minor	1607 W Bonita Street Payson, AZ 85541	1607 W Bonita Street Payson, AZ 85541	\$0.00			1
7/17/2013	7/18/2013	JV2013-142	State of Arizona	Michelle Simmons	Shawn A Simmons	\$0.00		Juvenile Court Gila County	0
		Notice To Appear; Petition	minor	1607 W Bonita Street Payson, AZ 85541	1607 W Bonita Street Payson, AZ 85541	\$0.00			1
7/17/2013	7/18/2013	JV2013-143	State of Arizona	minor	minor	\$0.00		Juvenile Court	0
		Notice To Appear; Petition	minor	148 Double 8 Lane Tonto Basin, AZ 85553	148 Double 8 Lane Tonto Basin, AZ 85553	\$0.00			1
7/17/2013	7/18/2013	JV2013-143	State of Arizona	Suzanne Pahssen	minor	\$0.00		Juvenile Court Gila County	0
		Notice To Appear; Petition	minor	148 Double 8 Lane Tonto Basin, AZ 85553	148 Double 8 Lane Tonto Basin, AZ 85553	\$0.00			1
7/17/2013	7/18/2013	JV2013-140	State of Arizona	minor	Rosa Vasquez	\$0.00		Juvenile Court Gila County	0
		Notice To Appear; Petition	minor	207 E Longhorn Road #1 Payson, AZ 85541	207 E Longhorn Road #1 Payson, AZ 85541	\$0.00			2
7/17/2013	7/18/2013	JV2013-140	State of Arizona	Rosa Vasquez	Rosa Vasquez	\$0.00		Juvenile Court Gila County	0
		Notice To Appear; Petition	minor	207 E Longhorn Road #1 Payson, AZ 85541	207 E Longhorn Road #1 Payson, AZ 85541	\$0.00			2
7/17/2013	7/18/2013	JV2013-141	State of Arizona	minor	Margaret Mansoor	\$0.00		Juvenile Court Gila County	0
		Notice To Appear; Petition	minor	1108 N Matterhorn Payson, AZ 85541	1108 N. Matterhorn Road Payson, AZ 85541	\$0.00			2
7/17/2013	7/18/2013	JV2013-141	State of Arizona	Bill Mansoor	Margaret Mansoor	\$0.00		Juvenile Court Gila County	0
		Notice To Appear; Petition	minor	1108 N. Matterhorn Road Payson, AZ 85541	1108 N. Matterhorn Road Payson, AZ 85541	\$0.00			2

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7/18/2013	7/19/2013	2013TR654	State of Arizona	Department of Public Safety, Ofc. T. Harold	DPS Clipboard - Payson	\$0.00		Payson Regional Justice Court	0
		Subpoena	Nancy Lillian Kane	Department of Public Safety 201 N. Colcord Road Payson, AZ 85541	Payson DPS Office Payson, AZ 85541	\$0.00			1
7/18/2013	7/19/2013	2013TR654	State of Arizona	Department of Public Safety, Officer Pena	DPS Clipboard - Payson	\$0.00		Payson Regional Justice Court	0
		Subpoena	Nancy Lillian Kane	Payson DPS Office Payson, AZ 85541	Payson DPS Office Payson, AZ 85541	\$0.00			1
7/18/2013	7/18/2013	2013TR654	State of Arizona	GCSO, Deputy C. Maxwell	GCSO Clipboard	\$0.00		Payson Regional Justice Court	0
		Subpoena	Nancy Lillian Kane	GCSO, 108 W. Main Street Payson, AZ 85541	108 W. Main Street Payson, AZ 85541	\$0.00			1
7/18/2013	7/18/2013	2012TR0012	State of Arizona	GCSO, Deputy M. Havey	GCSO Clipboard	\$0.00		Payson Regional Justice Court	0
		Subpoena	Christa Lynn Eastes	108 W. Main Street Payson, AZ 85541	108 W. Main Street Payson, AZ 85541	\$0.00			1
7/19/2013	7/23/2013	CR2012-496	State of Arizona	Sarah Resseguie	Unservd	\$0.00		Superior Court Gila County	0
		Subpoena	Alexander Richmond	119 S Lakeshore Road Payson, AZ 85541		\$0.00			3
7/19/2013	7/19/2013	CR2012-496	State of Arizona	Department of Public Safety (Phoenix), Bradley L. Davis, Criminalist	DPS Clipboard - Payson	\$0.00		Superior Court Gila County	0
		Subpoena	Alexander Richmond	DPS Office - Phoenix ,	Payson DPS Office Payson, AZ 85541	\$0.00			1
7/19/2013	7/19/2013	CR2012-496	State of Arizona	Payson Police Department, Ofc. L. Ortiz	PPD Clipboard	\$0.00		Superior Court Gila County	0
		Subpoena	Alexander Richmond	303 N. Beeline Highway Payson, AZ 85541	303 N. Beeline Highway Payson, AZ 85541	\$0.00			1
7/23/2013	7/25/2013	2013CR012230	State of Arizona	Tonja Stahl	Tonja Stahl	\$0.00		Payson Magistrate Court	0
		Summons & Complaint	Tonja Stahl	825 W Payson Parkway Payson, AZ 85541	825 W Payson Parkway Payson, AZ 85541	\$0.00			4
7/24/2013	7/24/2013	2013TR001478	State of Arizona	GCSO Dep , G Eggert	GCSO Clipboard	\$0.00		Payson Justice Court	0
		Subpoena	Shonda L. Zellner	108 W Main Street Payson, AZ 85541	108 W. Main Street Payson, AZ 85541	\$0.00			1
7/24/2013	7/24/2013	2013CV00436	Tiffany Darnell	Adam Darnell	Adam Darnell	\$0.00		Payson Regional Justice Court	0
		Order Of Protection	Adam Darnell	121 S Tonto Street Apt 18 Payson, AZ 85541	121 S Tonto Street Apt 18 Payson, AZ 85541	\$0.00			1
7/25/2013	7/26/2013	2013TR001156	State of Arizona	GCSO, Deputy T. Hensley	GCSO Clipboard	\$0.00		Payson Justice Court	0
		Subpoena	William Edward McCrary	108 W. Main Street Payson, AZ 85541	108 W. Main Street Payson, AZ 85541	\$0.00			1
7/25/2013	7/26/2013	2013CR012228	State of Arizona	Michael Hartnett	Michael Hartnett	\$0.00		Payson Magistrate Court	0
		Summons & Complaint	Michael Hartnett	500 W Johnson Payson, AZ 85541	500 W Johnson Payson, AZ 85541	\$0.00			1
7/25/2013	7/26/2013	2013CR012229	State of Arizona	Colton Cheyenne White	Colton Cheyenne White	\$0.00		Payson Magistrate Court	0
		Summons & Complaint	Colton Cheyenne White	239 W Chelsea Drive Payson, AZ 85541	239 W Chelsea Drive Payson, AZ 85541	\$0.00			1

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Date Received	Date Served	Case Number / Service	Plaintiff / Defendant	Person To Be Served / Address	Person Served / Address	Fees / Paid	Reference	Agency	Miles / Attempts
7/26/2013	7/26/2013	2013CV000447	Armando Ochoa	Enrique "Rick" Gonzales, Sr.	Enrique "Rick" Gonzales, Sr.	\$0.00		Payson Regional Justice Court	0
		Order Of Protection	Enrique "Rick" Gonzales, Sr.	8112 W. Cherry Ann Lane Mesa Del Payson, AZ 85541	8112 W. Cherry Ann Lane Mesa Del Payson, AZ 85541	\$0.00			1
7/26/2013	7/26/2013	2013CR113	State of Arizona	U.S.F.S., Officer Coda Witt	GCSO Clipboard	\$0.00		Payson Regional Justice Court	0
		Subpoena	Bryce Cook	108 W Main St Payson, AZ 85541	108 W. Main Street Payson, AZ 85541	\$0.00			1
7/26/2013	7/26/2013	2013CR113	State of Arizona	U.S. Forest Service, Ofc. D. Adams	GCSO Clipboard	\$0.00		Payson Regional Justice Court	0
		Subpoena	Bryce Cook	108 W Main Street Payson, AZ 85541	108 W. Main Street Payson, AZ 85541	\$0.00			1
7/26/2013	7/26/2013	2013CR113	State of Arizona	GCSO, Deputy L. Johnson	GCSO Clipboard	\$0.00		Payson Regional Justice Court	0
		Subpoena	Bryce Cook	108 W. Main Street Payson, AZ 85541	108 W. Main Street Payson, AZ 85541	\$0.00			1
7/26/2013	7/26/2013	2013TR195	State of Arizona	GCSO, Deputy C. Maxwell	GCSO Clipboard	\$0.00		Payson Regional Justice Court	0
		Subpoena	Jamie Bridges	GCSO, 108 W. Main Street Payson, AZ 85541	108 W. Main Street Payson, AZ 85541	\$0.00			1
7/26/2013	7/29/2013	2012TR0012	State of Arizona	Payson Police Department, Sgt.Ofc. J. Varga	PPD Clipboard	\$0.00		Payson Regional Justice Court	0
		Subpoena	Christa Lynn Eastes	303 N. Beeline Highway Payson, AZ 85541	303 N. Beeline Highway Payson, AZ 85541	\$0.00			1
7/29/2013	7/29/2013	2013CV000452	Enrique "Rick" Gonzales, Sr.	Armando Ochoa	Armando Ochoa	\$0.00		Payson Regional Justice Court	0
		Order Of Protection	Armando Ochoa	8112 W Cherry Ann Lane Payson, AZ 85541	1116 N Highway 87 Payson, AZ 85541	\$0.00			2
7/29/2013	7/29/2013	2013CV000444	Tami E. McCloud	Tami E. McCloud	Tami E. McCloud	\$0.00		Payson Regional Justice Court	0
		Hearing Order	Sam Garcia, Sr	422 S. Beeline Highway Payson, AZ 85541	422 S. Beeline Highway Payson, AZ 85541	\$0.00			1
7/29/2013	7/29/2013	2013CV000445	Tami E. McCloud	Tami E. McCloud	Tami E. McCloud	\$0.00		Payson Regional Justice Court	0
		Hearing Order	Maria Garcia	422 S. Beeline Highway Payson, AZ 85541	422 S. Beeline Highway Payson, AZ 85541	\$0.00			1
7/29/2013	7/30/2013	2013CV000458	Lisa B Sandy	Colton Cheyenne White	Colton Cheyenne White	\$0.00		Payson Regional Justice Court	0
		Order Of Protection	Colton Cheyenne White	1304 N Beeline Hwy sp 44 Payson, AZ 85541	1304 N Beeline Hwy sp 44 Payson, AZ 85541	\$0.00			3
7/30/2013	7/30/2013	2013CR000296	State of Arizona	John Bolton	John Bolton	\$0.00		Payson Justice Court	0
		Summons & Complaint	John Bolton	1804 W Bonita Payson, AZ 85541	1804 W Bonita Payson, AZ 85541	\$0.00			1
7/31/2013		2013CR000300	State of Arizona	David M. Knott		\$0.00		Payson Justice Court	0
		Summons & Complaint	David M. Knott	800 S. Anasazi Road Payson, AZ 85541		\$0.00			0

# MILEAGE FOR THE MONTH July 2013

DATE	MILES DRIVEN BY B-185		MILES DRIVEN BY B-12	
7/1	158			
7/2	79			
7/3	70			
7/5	97			
7/8	59			
7/9	101			
7/10	38			
7/11	44			
7/12	42			
7/15	77			
7/16	62			
7/17	144			
7/18	117			
7/19	68			
7/22	33			
7/23	119			
7/24	40			
7/25	85			
7/26	56			
7/29	87			
7/30	64			
7/31	56			
<b>DAYS</b>	<b>1696</b>		<b>0</b>	

**Total Miles Driven By  
The Constable's Office**

**1696**

**July**

**2013**

GILA COUNTY TREASURER'S RECEIPT  
GILA COUNTY, ARIZONA

DATE 8/1/13

GRANT # \_\_\_\_\_

DEPOSIT TO FUND Gila County Treasurer FUND # \_\_\_\_\_

REMITTING DEPT Payson Regional Constables Office

SERVICE RENDERED Constable's Ethics, Standards + Treasurers Board Writ Fees Collected

Account Code	Revenue Description	Amount
T9162061	CESTB - Writ Fee Collected July 2013 2@ 5 <sup>00</sup> CK # 2327	10 00
		10 00

Authorized Signature  Title PRCO #327

SUMMARY OF DEPOSIT

Currency	
Coins	
Checks	
Total	

TREASURER By \_\_\_\_\_ Date \_\_\_\_\_

TREASURER

98368

PAYSON CONSTABLE  
108 W. MAIN ST. 928-474-3844  
PAYSON, AZ 85541

2327

91-527/1221 6128  
0703680454

DATE 8/1/13

PAY TO THE ORDER OF Gila County Treasurer \$ 10<sup>00</sup>  
Ten + no/100's DOLLARS

WELLS FARGO  
Wells Fargo Bank, N.A.  
Arizona  
wellsfargo.com



FOR Writ Fees - July 2@ 5<sup>00</sup>



⑈0000002327⑈ ⑆22105278⑆ 0703680454⑈

## DATE \_\_\_\_\_

8/1/13

GRANT #

DEPOSIT TO FUND

Gila County Treasurer

FUND #

REMITTING DEPT

Payson Regional Constables Office

**SERVICE RENDERED**

Service Fees Collected - July 2013

[illegible]

**Authorized Signature**

3230

Title

P1200 #324

### SUMMARY OF DEPOSIT

Currency	
Coins	
Checks	
Total	

TREASURER By \_\_\_\_\_

Date\_\_\_\_\_

TREASURER

98369

**PAYSON CONSTABLE**

108 W. MAIN ST. 928-474-3844  
PAYSON, AZ 85541

2328

91-527/1221 6128  
0703680454

DATE \_\_\_\_\_

8 | 1 | 1 | 3

PAY TO THE ORDER OF Gila County Treasurer

TO THE  
ORDER OF

One thousand three hundred forty-four + <sup>80</sup>

\$ 1344<sup>80</sup>

DOLLARS



### Security Features

FOR

Service fees - July

11000000232811 1221052781 070368045411



**ARF-2058**

**4. L.**

**Regular BOS Meeting**

**Meeting Date:** 09/03/2013

**Reporting Period:** Clerk of Court's Report for the Month of July 2013

**Submitted For:** Anita Escobedo

**Submitted By:** Vicki Aguilar,  
Chief Deputy  
Clerk of the  
Superior  
Court, Clerk of  
the Superior  
Court

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**Information**

**Subject**

Clerk of the Superior Court's Office Monthly Report for July 2013

**Suggested Motion**

Acknowledgement of the July 2013 monthly activity report submitted by the Clerk of the Superior Court's Office.

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**Attachments**

Clerk of Court Report for 07/2013

**IN THE SUPERIOR COURT OF THE STATE OF ARIZONA**  
**IN AND FOR THE COUNTY OF GILA**

**- - - - -**

**CLERK'S REPORT**  
**FOR**  
**JULY 2013**

**TO THE HONORABLE BOARD OF SUPERVISORS:**

**I herewith present the annexed report as and for a true and correct account  
of all fees earned and collected by me as Clerk of the Superior Court.**

---



**ANITA ESCOBEDO**  
**Clerk of the Superior Court**  
**Of Gila County, Arizona**



# Summary Allocation by Agency Report

Report generated on : 8/6/2013 4:01:13 PM

Criteria : From Date : 7/1/2013 To Date : 7/31/2013

Agency Code	Agency Name	GL Account Num	GL Account Name	Receipt Amount	Dishonored Amount	Adjusted Amount	Bond Forfeiture Amount	Net Amount	5% Set Aside
Agency Name :									
		5555	HOLD ACCOUNT	\$4218.01		(\$7249.58)		(\$3031.57)	\$0.00
Agency Name : BOND POSTED - THIS COURT									
ZBND	BOND POSTED - THIS COURT	ZBND	BOND POSTED - THIS COURT	\$23974.45				\$23974.45 ✓	\$0.00
Agency Name : D.A.R.E. PROGRAM									
ZDARE	D.A.R.E. PROGRAM	ZDARE	D.A.R.E. PROGRAM			\$10.00		\$10.00 ✓	\$0.00
Agency Name : ELECTED OFFICIALS RETIRE. FUND									
ZEORF	ELECTED OFFICIALS RETIRE. FUND	ZEORF	ELECTED OFFICIALS RETIRE. FUND	\$2627.48		\$2.03		\$2629.51 ✓	\$131.48
Agency Name : GILA COUNTY TREASURER									
CTREAS	GILA COUNTY TREASURER	ZOS2	2011 ADDTNL ASSMNT -CNTY TRSR	\$6.23				\$6.23	\$0.31
		ZOS1	2011 ADDTNL ASSMNT -STATE TRSR	\$49.85				\$49.85	\$2.49
		ZIAAF	ADMINISTRATIVE INDIGENT ASSESSMENT	\$208.00		(\$25.00)		\$183.00	\$0.00
		ZADR	ALTER. DISPUTE RESOLUTION FUND	\$59.66		\$0.05		\$59.71	\$2.99
		ZATT	ATTORNEY FEE REIMBURSEMENT	\$480.00		\$60.00		\$540.00	\$0.00
		ZALTF	AZ LENGTHY TRIAL FUND	\$360.00		\$1.82		\$361.82	\$18.09

Anita Escobedo, Clerk of the Court

Gila County Superior Court

1400 E. Ash St.

Globe, AZ 85501

<http://www.supreme.state.az.us/gilasc/clerk/clerk.html>



# Summary Allocation by Agency Report

Report generated on : 8/6/2013 4:01:13 PM

Criteria : From Date : 7/1/2013 To Date : 7/31/2013

Agency Code	Agency Name	GL Account Num	GL Account Name	Receipt Amount	Dishonored Amount	Adjusted Amount	Bond Forfeiture Amount	Net Amount	5% Set Aside
Agency Name :									
		5555	HOLD ACCOUNT	\$4218.01		(\$7249.58)		(\$3031.57)	\$0.00
Agency Name : BOND POSTED - THIS COURT									
ZBND	BOND POSTED - THIS COURT	ZBND	BOND POSTED - THIS COURT	\$23974.45				\$23974.45 ✓	\$0.00
Agency Name : D.A.R.E. PROGRAM									
ZDARE	D.A.R.E. PROGRAM	ZDARE	D.A.R.E. PROGRAM			\$10.00		\$10.00 ✓	\$0.00
Agency Name : ELECTED OFFICIALS RETIRE. FUND									
ZEORF	ELECTED OFFICIALS RETIRE. FUND	ZEORF	ELECTED OFFICIALS RETIRE. FUND	\$2627.48		\$2.03		\$2629.51 ✓	\$131.48
Agency Name : GILA COUNTY TREASURER									
CTREAS	GILA COUNTY TREASURER	ZOS2	2011 ADDTNL ASSMNT -CNTY TRSR	\$6.23				\$6.23	\$0.31
		ZOS1	2011 ADDTNL ASSMNT -STATE TRSR	\$49.85				\$49.85	\$2.49
		ZIAAF	ADMINISTRATIVE INDIGENT ASSESSMENT	\$208.00		(\$25.00)		\$183.00	\$0.00
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		ZALTF	AZ LENGTHY TRIAL FUND	\$360.00		\$1.82		\$361.82	\$18.09

Anita Escobedo, Clerk of the Court

Gila County Superior Court

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# Summary Allocation by Agency Report

Agency Code	Agency Name	GL Account Num	GL Account Name	Receipt Amount	Dishonored Amount	Adjusted Amount	Bond Forfeiture Amount	Net Amount	5% Set Aside
CTREAS	GILA COUNTY TREASURER	ZFEE	BASE FEES (GENERAL FUND)	\$5422.13		\$4.26		\$5426.39	\$271.32
		ZFINE	BASE FINES	\$3177.98		\$607.37		\$3785.35	\$189.27
		ZCIEF	CHILDREN ISSUES EDUC FUND	\$969.16				\$969.16	\$48.46
		ZCEF	CLEAN ELECTIONS FUND	\$355.06		\$72.56		\$427.62	\$0.00
		ZCAA1	CONFIDENTIAL ADDRESS ASSESSMENT FUND-STATE	\$47.50				\$47.50	\$2.38
		ZCAA2	CONFIDENTIAL ADDRESS ASSESSMENT FUND-LOCAL	\$2.50				\$2.50	\$0.13
		ZCIF	CONFIDENTIAL INTERMEDIARY FUND	\$44.22		\$0.02		\$44.24	\$2.21
		ZJDET	COUNTY JUV DETENTION	\$100.66		\$135.50		\$236.16	\$11.81
		ZCLLF	COUNTY LAW LIBRARY FUND	\$2625.70		\$2.03		\$2627.73	\$131.39
		ZCJEF	CRIMINAL JUSTICE ENHANCE FUND	\$1863.84		\$347.50		\$2211.34	\$110.57
		ZDNAS	DNA STATE SURCHARGE	\$230.55		\$48.86		\$279.41	\$13.97
		ZDS	DOCUMENT STOR. & RETRIEVAL FND	\$1208.46		\$1.82		\$1210.28	\$60.51
		ZDVCA	DOM. VIOL.-CHLD ABUSE PREV FND	\$330.92		\$0.26		\$331.18	\$16.56

Anita Escobedo, Clerk of the Court

Gila County Superior Court

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# Summary Allocation by Agency Report

Agency Code	Agency Name	GL Account Num	GL Account Name	Receipt Amount	Dishonored Amount	Adjusted Amount	Bond Forfeiture Amount	Net Amount	5% Set Aside
CTREAS	GILA COUNTY TREASURER	ZDREF	DOMESTIC RELATIONS EDUCATION	\$113.68		\$1.82		\$115.50	\$5.78
		ZDVSF	DOMESTIC VIOLENCE SHELTER FUND	\$1571.51		\$1.18		\$1572.69	\$78.63
		ZDECJ	DRUG & GANG ENFORCEMENT FINES	\$260.75		(\$5.88)		\$254.87	\$12.74
		ZDGEF	DRUG & GANG ENFORCEMENT FUND	\$224.27		\$0.16		\$224.43	\$11.22
		ZDCRT	DRUG COURT FEE FUND	\$378.00				\$378.00	\$18.90
		ZDUIA	DUI ABATEMENT FUND	\$95.00				\$95.00	\$4.75
		ZCSVF	EXPEDITED CHILD SUPPORT AND	\$392.21		\$6.28		\$398.49	\$19.92
		ZWITN	EXPERT WITNESS FUND	\$1080.00		\$0.00		\$1080.00	\$0.00
		ZEXAP	EXTRA ADULT PROBATION ASMNT	\$477.24		\$128.75		\$605.99	\$30.30
		ZEXJU	EXTRA JUV PROBATION ASMNT	\$689.80				\$689.80	\$34.49
		ZFTGS	FILL-THE-GAP SURCHARGE (7%)	\$248.44		\$50.79		\$299.23	\$14.96
		ZCC	GEN JURIS CONCILIATION COURT	\$1529.12				\$1529.12	\$76.46
		ZGCAT	GILA COUNTY ATTORNEY - 60%	\$3475.62		\$1311.00		\$4786.62	\$0.00
		ZGCLK	GILA COUNTY CLERK OF THE COURT - 10%	\$579.26		\$218.50		\$797.76	\$0.00

Anita Escobedo, Clerk of the Court

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# Summary Allocation by Agency Report

Agency Code	Agency Name	GL Account Num	GL Account Name	Receipt Amount	Dishonored Amount	Adjusted Amount	Bond Forfeiture Amount	Net Amount	5% Set Aside
CTREAS	GILA COUNTY TREASURER	ZGCSC	GILA COUNTY SUPERIOR COURT - 30%	\$1737.80		\$655.50		\$2393.30	\$0.00
		ZJF	JAIL (INCARCERATION) FEES			\$9.57		\$9.57	\$0.00
		ZJCLF	JUDIC. COLLECT. ENHANCE. FUND - LOCAL	\$1289.75		\$1.00		\$1290.75	\$64.54
		ZJCSF	JUDIC. COLLECT. ENHANCE. FUND - STATE	\$2929.93		\$2.27		\$2932.20	\$146.61
		ZJCL	JUDICIAL COLLECT ENHANCE FUND - LOCAL	\$99.31		\$21.04		\$120.35	\$0.00
		ZJCS	JUDICIAL COLLECT ENHANCE FUND - STATE	\$184.44		\$39.06		\$223.50	\$0.00
		ZJDO	JUVENILE DIVERSN FUND OVER \$40			\$234.80		\$234.80	\$11.74
		ZJDU	JUVENILE DIVERSN FUND UNDER \$40			\$939.20		\$939.20	\$46.96
		ZJS	JUVENILE PROBATION SERV FEES	\$1650.76		(\$2.00)		\$1648.76	\$82.44
		ZMSEF	MEDICAL SERVICES ENHANCE FUND	\$513.76		\$95.87		\$609.63	\$30.48
		ZMISC	MISCELLANEOUS FEES	\$88.54				\$88.54	\$4.43
		ZOS3	OFFCR SAFETY EQUIP -CITY POLICE	\$16.00				\$16.00	\$0.80
		ZOS4	OFFCR SAFETY EQUIP -SHERIFF	\$8.92				\$8.92	\$0.45

Anita Escobedo, Clerk of the Court

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# Summary Allocation by Agency Report

Agency Code	Agency Name	GL Account Num	GL Account Name	Receipt Amount	Dishonored Amount	Adjusted Amount	Bond Forfeiture Amount	Net Amount	5% Set Aside
CTREAS	GILA COUNTY TREASURER	ZPP	PASSPORT APPLICATION FEES	\$1000.00				\$1000.00	\$50.00
		ZPCOF	PRISON CONSTRUCTION AND	\$836.98				\$836.98	\$41.85
		ZPRS6	PROB SURCH 2006	\$6.53				\$6.53	\$0.33
		ZPBA	PROBATION FEE ADULT	\$12473.26		\$1042.81		\$13516.07	\$675.80
		ZPUBZ	PUBLIC DEFENDER FEES	\$547.74				\$547.74	\$0.00
		ZPSEF	PUBLIC SAFETY EQUIPMENT FUND	\$400.00				\$400.00	\$0.00
		ZSMEN	SPOUSAL MAINTENANCE FUND	\$115.76				\$115.76	\$5.79
		ZSTAT	STATE TREASURER - GENERAL FUND	\$20.00				\$20.00	\$1.00
		ZTECH	TECHNICAL REGISTRATION FUND	\$15.00				\$15.00	\$0.75
		ZVRIF	VICTIMS RIGHTS IMPLEMENTATION	\$100.00		\$150.00		\$250.00	\$12.50
		ZGFDU	XTRA DUI ASSMT	\$280.00				\$280.00	\$14.00
		ZPRS9	ZPRS9	\$110.87		\$21.89		\$132.76	\$6.64
Agency Name : JUVENILE FAMILY COUNSELING FEE									
ZJFC	JUVENILE FAMILY COUNSELING FEE	ZJFC	JUVENILE FAMILY COUNSELING FEE			\$100.00		\$100.00 ✓	\$5.00
Agency Name : MISCELLANEOUS - TRUST									
ZMIST	MISCELLANEOUS - TRUST	ZMIST	MISCELLANEOUS - TRUST	\$44.00				\$44.00 ✓	\$0.00

Anita Escobedo, Clerk of the Court  
Gila County Superior Court  
1400 E. Ash St.  
Globe, AZ 85501  
<http://www.supreme.state.az.us/gilasc/clerk/clerk.html>




# Summary Allocation by Agency Report

Agency Code	Agency Name	GL Account Num	GL Account Name	Receipt Amount	Dishonored Amount	Adjusted Amount	Bond Forfeiture Amount	Net Amount	5% Set Aside
Agency Name : OVERPAYMENT FUND									
ZOVER	OVERPAYMENT FUND	ZOVER	OVERPAYMENT FUND	\$345.59				\$345.59 ✓	\$0.00
Agency Name : RESTITUTION									
ZREST	RESTITUTION	ZREST	RESTITUTION	\$12549.62		\$956.89		\$13506.51 ✓	\$0.00
Total:				\$96841.82		\$0.00		\$96841.82	\$2524.20
LESS SHADED AREAS:								- 40,610.06	
MONEY RELEASED FROM HOLD:								\$ 56,231.76	
								+ 3,031.57	
								\$ 59,263.33	

STATE OF ARIZONA       )  
                                      )  
County of Gila            ) ss:

ANITA ESCOBEDO, being first duly sworn according to law,  
Deposes and says:

That she is the Clerk of the Superior Court of the State of Arizona, in and for the County of Gila, and that the annexed and foregoing report contains a true and correct statement of all fees collected by her in the office of said Clerk during the month of JULY, 2013.

  
ANITA ESCOBEDO  
Clerk of the Superior Court  
Of Gila County, Arizona

SUBSCRIBED AND SWORN to before me this 14<sup>TH</sup> day of AUGUST, 2013.

  
Deputy

**ARF-2069**

**Consent Agenda Item 4. M.**

**Regular BOS Meeting**

**Meeting Date:** 09/03/2013

**Reporting Period:** July 30, 2013, August 6, 2013, and August 19, 2013, BOS Meeting Minutes

**Submitted By:** Laurie Kline, Deputy Clerk,  
Clerk of the Board of  
Supervisors

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**Information**

**Subject**

July 30, 2013, August 6, 2013, and August 19, 2013, BOS Meeting Minutes.

**Suggested Motion**

Approval of the July 30, 2013, August 6, 2013, and August 19, 2013, Board of Supervisors' meeting minutes.

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**Attachments**

BOS 07-30-13 Meeting Minutes

BOS 08-06-13 Meeting Minutes

BOS 08-19-13 Meeting Minutes

**BOARD OF SUPERVISORS MINUTES  
GILA COUNTY, ARIZONA**

Date: July 30, 2013

**MICHAEL A. PASTOR**  
Chairman

**MARIAN E. SHEPPARD**  
Clerk of the Board

**TOMMIE C. MARTIN**  
Vice-Chairman

By: Laurie J. Kline  
Deputy Clerk

**JOHN D. MARCANTI**  
Member

Gila County Courthouse  
Globe, Arizona

---

PRESENT: Tommie C. Martin, Vice-Chairman (via ITV); John D. Marcanti, Supervisor; Don E. McDaniel, Jr., County Manager; Jacque Griffin, Assistant County Manager/Librarian; Bryan B. Chambers, Deputy Attorney Principal; and Laurie J. Kline, Deputy Clerk

ABSENT: Michael A. Pastor, Chairman; and Marian E. Sheppard, Clerk of the Board

**Item 1 – CALL TO ORDER – PLEDGE OF ALLEGIANCE**

The Gila County Board of Supervisors met in a work session at 10:00 a.m. this date in the Board of Supervisors hearing room. Cheryl Sluyter led the Pledge of Allegiance. Vice-Chairman Martin chaired this meeting as Chairman Pastor was unable to attend the meeting.

**Item 2 – REGULAR AGENDA ITEMS:**

**A. Presentation of the Gila County FY 2012 Financial Audit summary by Dennis Osuch, partner of CliftonLarsonAllen.**

Don McDaniel, County Manager, introduced Dennis Osuch, partner of CliftonLarsonAllen, to give the presentation of the single audit reporting package for the fiscal year ending on June 30, 2012. Mr. Osuch stated that the reporting package includes the Highway User Revenue Fund (HURF) report, which is required by the State of Arizona; a management letter addressed to County management; annual expenditure limitation report; single audit report; annual financial report; and a communication of governance, which basically describes the scope of the audit to include CliftonLarsonAllen's responsibilities as well as those of the County. Significant estimates are included as part of the financial statements such as determining the useful life of assets and the estimated life of the landfills. Uncorrected misstatements of the financial

statements are also included, which are generally immaterial adjustments that were found as part of the audit that should be corrected going forward. Then there were the material audit adjustments that were discovered as part of the audit that were reported to management and subsequently corrected and included in the financial reports. In the course of conducting the sample based testing method, there were two expenditures of the HURF that were not used in accordance with Arizona Revised Statutes. The amount was \$1,900 which wasn't significant but should not have been recorded in the HURF.

Also issued was the annual expenditure limitation report, which is also required by the State of Arizona and goes to the Auditor General. An unqualified opinion on the annual expenditure limitation report was issued in accordance with the standards that are put out by the Auditor General. Gila County fell below the expenditure limit by approximately \$2.7M-\$2.8M during the year. The figure is calculated by what the State has determined does and does not go into the expenditure limit report, so that is how this number is reconciled. An unqualified opinion on the annual financial statements was issued, which means that the financial statements are presented in accordance with generally accepted accounting principles. The major governmental funds for the County are the General Fund and the Public Works Fund because these funds are determined to be 10% or 5% of the total assets, liabilities, revenues and expenses. All other governmental funds are included in another column entitled "Other Governmental Funds." The County also has a "Proprietary Fund," which is a major fund for the landfills and is presented separately.

Mr. Osuch stated that because the County expended over \$500,000 in federal grant awards, an annual single audit is also required to be performed. Seven federal programs were tested as part of that single audit. A report was issued and an opinion was provided on the County's compliance with the requirements of those federal grants. Internal controls are also reported as they relate to the federal programs.

Also included in the single audit report is the government auditing standards report (yellow book report), which is a report on internal controls. These internal controls are specifically related to the financial statements. Some significant deficiencies and some material weaknesses were discovered, which are also included in the report. Mr. Osuch stated that 2012 is the last year this company will be conducting the audit, but wanted to share some new accounting requirements that will be forthcoming in 2013. He added that for 2013, there will be several new Governmental Accounting Standards that will be implemented and will affect the financial statements. He recommended that County management meet with the new auditors to review those. Mr. Osuch proceeded to review some of the new Standards. Supervisor Marcanti expressed concerns with some of the grant allocations and requested to meet with Don McDaniel, County Manager, to further discuss how to eliminate some of the recurring findings. Vice-Chairman Martin advised that she would be

scheduling a meeting with Mr. Osuch to address some of her concerns. It was suggested that a group meeting be scheduled with Mr. Osuch so that Chairman Pastor could also be present.

Mr. McDaniel added that the County has made great strides in bringing the audits current. The County was 3-4 years behind in 2010 and, at that time, a concerted effort was made to bring the audits up to date. Mr. McDaniel expressed a concern regarding the 8 recurring findings, and he mentioned that he is working with Mr. Osuch to resolve those findings as one of them dates back to 2003. He mentioned that the Finance Department has undergone many recent staffing changes, which may have had an effect on the audit. The Finance Department is almost fully staffed with a newly hired Finance Director, Jeff Hessenius. Mr. McDaniel then stated that the County may want to consider hiring someone from a financial consulting company such as CliftonLarsonAllen.

Vice-Chairman Martin called on Mr. Osuch for his final comments. Mr. Osuch stated that when CliftonLarsonAllen was hired by the County 3 years ago, the audits were several years behind. He acknowledged that the audits are current; however, he suggested some areas which were listed as findings that need to be addressed. Of priority is for the County to address control issues to ensure federal compliance. He then advised that County financial staff should work toward preparing their own financial statements. Previously, CliftonLarsonAllen staff reviewed the County's financial records and then prepared the financial statements, which included making considerable adjustments. He feels the financial statements should be prepared with no adjustments being made by the auditor. On behalf of the Board, Vice-Chairman thanked Mr. Osuch for the presentation.

**B. Information/Discussion regarding the 4th and final phase of Arizona Public Service Energy Services Company, Inc.'s (APSES) Energy Audit Report, which is the design and installation of energy conservation measures as described and recommended by APSES in the Energy Audit Report.**

Steve Stratton, Public Works Division Director, stated that some time ago the County decided to take advantage of an energy audit provided by APSES. He advised that the energy audit was conducted and at such time that a presentation of the audit results was going to be made to the Board of Supervisors, the County was in the process of installing solar energy panels, which affected the findings of the audit. The Energy Audit Report has since been revised to include the recent installation of the solar energy panels. Mr. Stratton introduced Leonard Byrd, Senior Business Development Manager of AMERESCO, to present the Energy Audit Report.

Mr. Byrd advised that since the time an agreement was executed between Gila County and APSES, APSES was purchased by AMERESCO. Mr. Byrd provided a PowerPoint presentation. Gila County currently spends approximately \$520,738 for the cost of electricity, natural gas and water, of which approximately \$441,000 is for the cost of electricity. Based on the findings and the implementation of the proposed Energy Conservation Project, AMERESCO proposes to annually save the County \$89,011 or 17%. Mr. Byrd stated that the purpose of the energy conservation project is for counties to be able to fund infrastructure improvements with the money that is derived from energy savings.

Should the Board of Supervisors decide to move with the Energy Conservation Project, some of the features and benefits are:

- A controls system upgrade at the Courthouse and Central Heights facility.
- Lighting upgrades across all County facilities which includes 3,809 fixtures.
- Retrofit of 361 water fixtures to conserve water across all County facilities, which will primarily apply to the jail facilities.
- Local jobs will be created.
- Environmental benefits.
- AMERESCO guaranteed savings.
- The objective for the County is to stay budget neutral by using utility dollars to fund infrastructure improvement.

Mr. Byrd stated, “The project we’re looking at will save \$85,000 a year, so that is utility dollars that would stay in the budget and be used for debt service to fund these projects over the next 15 years. So at the bottom line, you actually get the infrastructure improved in the facilities for no more than you would be putting out to utilities. The project cost is \$1,338,000 versus a savings of \$1,668,000.” He further stated that at the end of the 15-year finance term, the life of the equipment will last much longer due to improvements that have been made to the equipment. For example, the main components inside the lighting fixtures will last 20-25 years; the water fixtures will last 20-25 years; and the control systems typically will last 20 years. Mr. Byrd stated that most of the equipment to be used come with a 3- to 5-year warranty. He advised that AMERESCO is in the 4<sup>th</sup> phase of energy savings projects with Pinal County that began in 1999. He further stated that project savings are based on the County’s 2010-2011 utility costs, with a 3% escalation that is based on Consumer Price Index data 20-year average. Since the start of the audit APS has requested a 15% price increase that is not included in this cost reduction estimate. Notwithstanding the price increase, the savings to the County will still be in excess of 3% annually.

Supervisor Marcanti, who is an electrical contractor, stated that many County light fixtures are 30 years old. He believes there will be a significant savings to the County by moving forward with this project.

Jerry Ellison, a local news reporter for KQSS radio station, inquired as to whether or not the disposal of the compact florescent light bulbs is included in the cost of this project, to which Mr. Byrd answered that the recycling, reclaiming and completing the required Environmental Protection Agency (EPA) paperwork is all part of the project and included in the price. Mr. Stratton added that he felt it was a very thorough and accurate audit and he agreed with the information contained therein. Vice-Chairman Martin stated that she agreed with Supervisor Marcanti that the County should move forward with this proposed project.

**Item 3 – CALL TO THE PUBLIC: Call to the Public is held for public benefit to allow individuals to address issue(s) within the Board's jurisdiction. Board members may not discuss items that are not specifically identified on the agenda. Therefore, pursuant to Arizona Revised Statute §38-431.01(H), action taken as a result of public comment will be limited to responding to criticism made by those who have addressed the Board of Supervisors, may ask staff to review the matter or may ask that a matter be put on a future agenda for further discussion and decision at a future date.**

There were no requests to speak from public.

There being no further business to come before the Board of Supervisors, Vice-Chairman Martin adjourned the meeting at 10:45 a.m.

**APPROVED:**

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Tommie C. Martin, Vice-Chairman

**ATTEST:**

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Marian Sheppard, Clerk of the Board

**BOARD OF SUPERVISORS MINUTES  
GILA COUNTY, ARIZONA**

Date: August 6, 2013

**MICHAEL A. PASTOR**  
Chairman

**MARIAN E. SHEPPARD**  
Clerk of the Board

**TOMMIE C. MARTIN**  
Vice-Chairman

By: Laurie J. Kline  
Deputy Clerk

**JOHN D. MARCANTI**  
Member

Gila County Courthouse  
Globe, Arizona

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PRESENT: Michael A. Pastor, Chairman; Tommie C. Martin, Vice-Chairman (via ITV); John D. Marcanti, Supervisor; Don E. McDaniel Jr., County Manager; Bryan B. Chambers, Deputy Attorney Principal; Jacque Griffin, Assistant County Manager/Librarian; Marian Sheppard, Clerk of the Board; and Laurie Kline, Deputy Clerk.

**Item 1 - CALL TO ORDER - PLEDGE OF ALLEGIANCE - INVOCATION**

The Gila County Board of Supervisors met in a regular session at 10:00 a.m. this date in the Board of Supervisors' hearing room. Michael O'Driscoll led the Pledge of Allegiance and Pastor Anthony Garisi of the First Baptist Church in Payson delivered the invocation.

**Item 2 – PRESENTATIONS:**

**A. Presentation of the Officer of the Quarter award by Bradley D. Beauchamp, Gila County Attorney, to Deputy George Carrillo of the Gila County Sheriff's Office.**

Bradley D. Beauchamp, Gila County Attorney, stated that June Ava Florescue, Deputy County Attorney, nominated Deputy Sheriff George Carrillo for this Officer of the Quarter award. Mr. Beauchamp reviewed Deputy Carrillo's professional experience and stated that Deputy Carrillo takes his job very seriously and produces impeccable reports. Mr. Beauchamp presented Deputy Carrillo the award plaque and stated that the chosen Officer's agency also receives an award. Deputy Carrillo accepted the award and thanked his family, co-workers, the community and Bianca DalMolin, who was present in the audience, for all the help and support that he has received. Adam Shepherd, Gila County Sheriff, accepted the award on behalf of the Sheriff's Office.

**Item 3 – PUBLIC HEARINGS:**

**A. Information/Discussion/Action to adopt an Order for the Town of Payson's de-annexation and for the Town of Star Valley's annexation of certain land located in the south west quarter of Section 36 (in approximately the east 2900 block of the Posey Court Alignment) pursuant to A.R.S. §9-471.02.**

Marian Sheppard, Clerk of the Board, explained that per statutory requirement this is the time for a public hearing that was set on July 2, 2013 by the Board of Supervisors to allow for public comment regarding the request to de-annex land within the Town of Payson and annex land within the Town of Star Valley. Both Towns have adopted ordinances to affect this change for the “clean up” of said land, and there has been no written objections received in response to the public notice and/or newspaper publications. Chairman Pastor opened the public hearing and there were no comments from the public, so he closed the public hearing and asked for a motion from the Board. Upon motion by Vice-Chairman Martin, seconded by Supervisor Marcanti, the Board unanimously adopted the Order for the Town of Payson's deannexation and for the Town of Star Valley's annexation of certain land located in the south west quarter of Section 36 (in approximately the east 2900 block of the Posey Court Alignment) pursuant to A.R.S. §9-471.02. **(A copy of the Order is permanently on file in the Board of Supervisors' Office.)**

**B. Information/Discussion/Action to adopt Resolution No. 13-08-01, which approves Gila County Planning and Zoning Case No. CUP-13-01, an application submitted by Kevin Fewell (owner) for a Conditional Use Permit on Gila County Assessor's tax parcel no. 202-14-056B located at 641 N. Jack Mountain Loop, Globe, Arizona, to allow the construction of a well house/shop prior to construction of a residence.**

Bob Gould, Community Development Division Director, (via ITV from Payson) explained that this Conditional Use Permit (CUP) application submitted by Kevin Fewell is being presented to the Board as more of an administrative issue than a legislative issue. No complaints or comments have been received from neighboring property owners or from the public regarding this application. Mr. Gould went on to state that Mr. Fewell is planning to construct a generator/solar powered shed prior to building a residential house on said property. The shed would be facing a hill which will absorb noise from the generator. The Planning and Zoning Commission met with regard to this issue on August 1, 2013, and as a result of the meeting, it is recommended that the Board issue a Conditional Use Permit for one year.

Supervisor Marcanti inquired as to whether or not this property was located in a remote area, to which Mr. Gould replied that it is, in fact, located in a remote area. Chairman Pastor called for public comment; there being no requests to speak from the public, he then closed the public hearing. Upon motion by Supervisor Marcanti, seconded by Vice-Chairman Martin, the Board

unanimously adopted Resolution No. 13-08-01, which approves Gila County Planning and Zoning Case No. CUP-13-01, an application submitted by Kevin Fewell (owner) for a Conditional Use Permit on Gila County Assessor's tax parcel No. 202-14-056B located at 641 N. Jack Mountain Loop, Globe, Arizona, to allow the construction of a well house/shop prior to construction of a residence. **(A copy of the Resolution is permanently on file in the Board of Supervisors' Office.)**

#### **Item 4 – REGULAR AGENDA ITEMS:**

##### **A. Information/Discussion/Action to adopt Proclamation No. 2013-05 proclaiming August 1-31, 2013, as Child Support Awareness Month in Gila County.**

Bradley D. Beauchamp, Gila County Attorney, stated that the reason for this request to adopt a Proclamation is to not only encourage and remind parents to provide child support for the material needs of the children, but also for the emotional needs of the children of Gila County. He gave kudos to the hard-working staff of the Child Support Enforcement Division of the County Attorney's Office and outlined duties and responsibilities that staff provides, such as establishing paternity, enforcing child support orders and modifying child support. Mr. Beauchamp added that Child Support staff provides a service to the citizens of Gila County in both pursuing child support and making sure that child support is calculated in the right amount. For fiscal year 2013, the Child Support Division collected \$4,573,834 in child support payments. He gave thanks to Jeff Dalton, Deputy Attorney Principal, for the supervision and leadership imparted to the Child Support Division. Upon motion by Vice-Chairman Martin, seconded by Supervisor Marcanti, the Board unanimously adopted Proclamation No. 2013-05 proclaiming August 1-31, 2013, as Child Support Awareness Month in Gila County. **(A copy of the Proclamation is permanently on file in the Board of Supervisors' Office.)**

##### **B. Information/Discussion/Action to approve a request for community agency/economic development funds and instruct County staff to prepare and sign an Intergovernmental Agreement between Rim Country Education Foundation (RCEF) and Gila County wherein the County agrees to provide \$12,500 to RCEF and RCEF agrees to utilize the funds to pay for pre-purchase costs associated with bringing a four (4) year university to the Town of Payson in Gila County, Arizona.**

Don McDaniel, County Manager, explained that the Rim Country Education Foundation is a 501c3, a not-for-profit funding agency for the Rim Country Education Alliance, which is a separate legal entity, and was formed approximately two and a half years ago to bring a four-year university to Payson. The Alliance is now in the process of purchasing 260 acres from the Tonto National Forest Service and needs pre-purchase cost funds. He stated

that last year the Board of Supervisors approved providing \$12,500 to the Foundation for this purpose, and staff recommends that an additional \$12,500 be approved as an economic development fund expenditure.

Vice-Chairman Martin is pleased that the U.S. Forest Service has finally agreed to sell this property. Chairman Pastor asked Mr. McDaniel to provide reports and updates on the project. Upon motion by Supervisor Marcanti, seconded by Vice-Chairman Martin, the Board unanimously approved a request for community agency/economic development funds and instructed County staff to prepare and sign an Intergovernmental Agreement between Rim Country Education Foundation (RCEF) and Gila County wherein the County agrees to provide \$12,500 to RCEF and RCEF agrees to utilize the funds to pay for pre-purchase costs associated with bringing a four (4) year university to the Town of Payson in Gila County, Arizona.

**C. Information/Discussion/Action to authorize staff to explore various alternatives for acquiring additional office space, including, if appropriate, submitting proposals on properties that would subsequently be considered by the Board of Supervisors for final approval. Pursuant to A.R.S. 38-431.03(A)(7) the Board of Supervisors may vote to meet in executive session to discuss and consult with its representatives concerning negotiations for the purchase, sale, or lease of real property.**

Chairman Pastor moved to agenda item 4D at this time and stated that the Board would return to agenda item 4C after addressing the remaining agenda items.

**D. Information/Discussion/Action to approve an Intergovernmental Agreement between the Arizona Department of Economic Security and Gila County in the amount of \$2,371,056 for the continued provision of Workforce Investment Act services to eligible youth, adults, and dislocated workers in the Gila/Pinal Workforce Investment Area for the period April 1, 2013, to June 30, 2018.**

Malissa Buzan, Community Services Division Director, asked that the Board approve this Intergovernmental Agreement in order to continue providing Workforce Investment Act services to eligible youth, adults, and dislocated workers in both Gila and Pinal counties. Chairman Pastor inquired as to whether or not the County has an Area Plan in place to which Ms. Buzan confirmed there is an Area Plan that is updated on an annual basis for the Gila-Pinal Workforce Investment Area. In the year 2018, if the County retains the status quo and continues to provide these services, the Plan will be re-written with revisions will be done annually. Ms. Buzan agreed to provide an Executive Summary to the Board.

Chairman Pastor also asked if the grand funds are being completely utilized so that none of the funds will have to be returned to the Arizona Department of Economic Security. Ms. Buzan stated that the County expends all of the funds, and the programs are contracted as follows: The youth program is contracted to Central Arizona College (CAC); the adult program to Central Arizona Governments (CAG); and the dislocated worker program is delivered in-house through Gila County's Re-employment and Pre-layoff Assistance Center (REPAC). The funds are distributed on an as-needed basis with an approximate 80/20 division between Gila and Pinal counties. Upon motion by Vice-Chairman Martin, seconded by Supervisor Marcanti, the Board unanimously approved an Intergovernmental Agreement between the Arizona Department of Economic Security and Gila County in the amount of \$2,371,056 for the continued provision of Workforce Investment Act services to eligible youth, adults, and dislocated workers in the Gila/Pinal Workforce Investment Area for the period April 1, 2013, to June 30, 2018.

**Item 5 – CONSENT AGENDA ACTION ITEMS: (Any matter on the Consent Agenda will be removed from the Consent Agenda and discussed and voted upon as a regular agenda item upon the request of any member of the Board of Supervisors.)**

**A. Approval of Amendment No. 4 to an Intergovernmental Agreement (Contract No. HG060003) between the Arizona Department of Health Services and the Gila County Division of Health and Emergency Services in the amount of \$135,000 to extend tobacco free services from July 1, 2013, through June 30, 2014.**

**B. Approval for the renewal of an Intergovernmental Agreement (Contract No. GRA-RC004-13-0556-01-Y2) between Gila County and First Things First in the amount of \$190,000 to continue to provide Healthy Steps Program services for the period of July 1, 2013, through June 30, 2014.**

**C. Approval of an Intergovernmental Agreement (Contract No. ADHS13-049248) between Gila County and the Arizona Department of Health Services to provide for the continuation of the County's Tuberculosis Control Program for the period July 1, 2013, to June 30, 2018, in the amount of \$12,000 annually.**

**D. Approval of an Intergovernmental Agreement (Contract No. ADHS13-040496) between Gila County and the Arizona Department of Health Services in the amount of \$276,625 to continue to provide HIV care and support services to Gila, Apache and Navajo Counties for the period of April 1, 2013, through March 31, 2015.**

**E. Approval of Amendment No. 2 to a Weatherization Low-Income Assistance Agreement (Contract No. SW-ESA-12-2182-02Y2) between the**

**State of Arizona, Governor's Office of Energy Policy (OEP) and the Gila County Division of Community Services, Housing Services, whereby OEP will provide up to \$7,150 in additional funding available for reimbursement for the period July 1, 2013, through June 30, 2014.**

**F. Approval to accept a Crime Victim Assistance Grant Agreement (ACJC Grant No. VA-14-020) between Gila County and the Arizona Criminal Justice Commission in the amount of \$17,600 for the period of July 1, 2013, to June 30, 2014.**

**G. Approval to accept a Victim Compensation Grant Agreement (ACJC Grant No. VC-14-052) between Gila County and the Arizona Criminal Justice Commission in the amount of \$69,146 for the period of July 1, 2013, to June 30, 2014.**

**H. Approval to accept a Drug, Gang and Violent Crime Control Grant Agreement (ACJC Grant No. DC-14-020) between Gila County and the Arizona Criminal Justice Commission in the amount of \$63,818 for the period of July 1, 2013, to June 30, 2014.**

**I. Ratification of Reimbursable Agreement No. DTFH68-13-E-00043 with the Federal Highway Administration Central Federal Lands Highway Division in the amount of \$396,155.**

**J. Approval of a Drug, Gang and Violent Crime Control Grant Agreement (FY 2014 Grant Cycle 27 Award - ACJC Grant No. DC-14-036) between the Gila County Sheriff's Office and the Arizona Criminal Justice Commission in the amount of \$340,146 (\$163,270 in federal funds, \$108,846 in state funds and \$68,030 in matching funds from the County's General Fund) to provide continued funding for the Gila County Drug, Gang and Violent Crime Task Force for the period July 1, 2013, through June 30, 2014.**

**K. Acknowledgment of the resignation of Pamela Sue Norman from the Pleasant Valley Fire District and the appointment of Edward E. Wisdom, term ending December 31, 2016.**

**L. Acknowledgment of William Sturges' resignation from the Alhambra Domestic Wastewater Improvement District governing board and the appointment of Cassandra Stephens to complete Mr. Sturges' unexpired term of office through December 31, 2016.**

**M. Approval of a fee-waiver request submitted by the Cobre Valley Regional Medical Center Foundation for use of the Fairgrounds Exhibit Hall from October 28, 2013 through October 31, 2013, for decorating, and**

on Friday, November 1, 2013, for the art and wine auction event.

**N. Approval of an Application for Agent Change and Acquisition of Control for Jake's Corner Bar, LLC that was submitted by Ronald Glenn Meyer and Robin Lee Heppler, all of which pertains to a liquor license for Jake's Corner Bar.**

**O. Approval of a Special Event Liquor License Application submitted by Pine Strawberry Fuel Reduction, Inc. to serve liquor during a fund-raiser dinner that is being held by Fossil Creek Creamery on September 21, 2013, for the benefit of Pine Strawberry Fuel Reduction, Inc.**

**P. Acknowledgment of the June 2013 monthly activity report submitted by the Clerk of the Superior Court's Office.**

**Q. Acknowledgment of the May and June 2013 monthly activity reports submitted by the Globe Regional Constable's Office.**

**R. Acknowledgment of the Fiscal Year 2013 activity report submitted by the Globe Regional Constable's Office.**

**S. Acknowledgment of the June 2013 monthly activity report submitted by the Payson Regional Constable's Office.**

**T. Acknowledgment of the annual report for fiscal year 2012-2013 submitted by the Payson Regional Constable's Office.**

**U. Acknowledgment of the June 2013 monthly activity report submitted by the Globe Regional Justice of the Peace's Office.**

**V. Acknowledgment of the May 2013 monthly activity report submitted by the Payson Regional Justice of the Peace's Office.**

**W. Acknowledgment of the April 2013 monthly activity report submitted by the Recorder's Office.**

**X. Acknowledgment of the May 2013 monthly activity report submitted by the Recorder's Office.**

**Y. Approval of the June 25, 2013, and July 2, 2013, Board of Supervisors' meeting minutes.**

**Z. Acknowledgment of Human Resources reports for the weeks of July 2, 2013, July 9, 2013, July 16, 2013, July 23, 2013, and July 30, 2013.**

#### **JULY 2, 2013**

#### **DEPARTURES FROM COUNTY SERVICE:**

1. Christopher Bessenecker – Finance – Finance Director – 06/21/13 – General Fund – DOH 06/17/13 – Termination of employment
2. Lawrence Dorame – Rural Addressing – Rural Addressing Analyst – 06/21/13 – General Fund – DOH 01/06/99 - Resignation

END PROBATIONARY PERIOD:

3. Carolyn Bartling – Information Technology – Systems and Network Analyst – 07/28/13 – General Fund
4. Keith Johnson – Sheriff's Office – Detention Officer Sergeant – 04/10/13 – General Fund
5. Joy Riddle – County Attorney's Office – Deputy Attorney Senior – 7/28/13 – General Fund

DEPARTMENTAL TRANSFERS:

6. Celena Cates – Rural Addressing – Rural Addressing Analyst – 06/24/13 – General Fund – Replacing Lawrence Dorame
7. Leonard Kerszykowski – Sheriff's Office – Deputy Sheriff – 07/01/13 – Drug Gang Violent Crime Control Fund – Replacing Travis Baxley
8. Brian Havey – Sheriff's Office – Deputy Sheriff Sergeant – 07/01/13 – From Sheriff LEBSF Program Fund – To General Fund – Replacing Justin Solberg

OTHER ACTIONS:

9. Ernest Salcido – Constituent Services II – Temporary Laborer – 07/19/13 – General Fund – Extending temporary employment for an additional month
10. Curtis Johnson – Constituent Services II – Temporary Laborer – 07/19/13 – General Fund – Extending temporary employment for an additional month
11. David Oropeza – Constituent Services II – Temporary Laborer – 07/19/13 – General Fund – Extending temporary employment for an additional month

REQUEST TO POST:

12. Rural Addressing – Rural Addressing Analyst – Position vacated by Celena Cates
13. Assessor's Office – Title Examiner – Position vacated by Wanda Rakoczy
14. Recorder's Office – Recorder's Clerk – Position vacated by Debra French
15. Clerk of Superior Court – Courtroom Clerk – Position vacated by Teresa Griego

**JULY 9, 2013**

DEPARTURES FROM COUNTY SERVICE:

1. Jaime Romero – Probation – Deputy Probation Officer 2 – 07/05/13 – Adult Intensive Probation Supervision Fund – DOH 04/18/13 - Resignation

NEW HIRES TO COUNTY SERVICE:

2. Fred Hornung – Recorder's Office – Recorder's Clerk – 07/30/13 – General Fund – Replacing Debra French
3. Angela Harte – Recorder's Office – Recorder's Clerk Senior – 07/15/13 – General Fund – Replacing Yvonne House

END PROBATIONARY PERIOD:

4. Mark Gann – Public Works – Solid Waste Operations Supervisor – 07/24/13 – Recycling and Landfill Management Fund

5. Dennis Dueker – Public Works – Road Maintenance/Equipment Operator – 07/28/13 – Public Works Fund

DEPARTMENTAL TRANSFERS:

6. Megan Miller – Clerk of Superior Court – From Courtroom Clerk – To Court Clerk – 07/01/13 – General Fund – Replacing Donna DeBolt

7. Yvonne House – Recorder's Office – Recorder's Office Supervisor – 07/01/13 – General Fund – Replacing Judy Smrdel

OTHER ACTIONS:

8. Stephanie Hawk – Community Services – WEX Participant – 03/18/13 – From WIA Fund – To Workforce Investment Act Fund – Extending temporary employment until 7/18/13 and changing date of hire to 3/18/13

9. David Franquero – Community Services – Career and Employment Specialist – 07/01/13 – From WIA Fund – To Workforce Investment Act Fund – Change in fund codes

10. Penny Miller – Community Services – Career and Employment Specialist – 07/01/13 – From WIA Fund – To Workforce Investment Act Fund – Change in fund codes

11. Christina Throop – Community Services – Deputy REPAC Program Manager – 07/01/13 – From WIA Fund – To Workforce Investment Act Fund – Change in fund codes

12. Melvina Takala-Griffin – Community Services – Administrative Clerk Senior – 07/01/13 – From WIA Fund – To Workforce Investment Act Fund – Change in fund codes

13. Diana Russell – Community Services – REPAC Program Manager – 07/01/13 – From WIA Fund – To Workforce Investment Act Fund – Change in fund codes

14. Dana True – Community Services – Accounting Clerk Senior – 07/01/13 – From WIA Fund – To Workforce Investment Act Fund – Change in fund codes

15. Nicolas Montague – Community Services – Accountant – 07/01/13 – From WIA Fund – To Workforce Investment Act Fund – Change in fund codes

16. Lisa Wilckens – Finance – Payroll Specialist – 07/01/13 – From Various Funds – To General Fund – Change in fund codes

17. Karen Shane Roberts – Clerk of Superior Court – Court Clerk – 07/01/13 – From Drug Enforcement/Superior Court Fund – To General Fund – Change in funding

REQUEST TO POST:

18. Recorder's Office – Recorder's Clerk – Position vacated by Cate Gore

19. County Attorney's Office – Legal Secretary – Position vacated by Robin Miller

**JULY 16, 2013**

DEPARTURES FROM COUNTY SERVICE:

1. Debra Moya – School Superintendent's Office – Chief Deputy of School Superintendent's Office – 08/09/13 – General Fund – DOH 07/01/73 – Retirement

2. Joe Munoz – Constituent Services II – Temporary Laborer – 06/21/13 – General Fund – DOH 03/18/13 – End of temporary employment

3. Gregory Szpotowski – Sheriff's Office – Detention Officer – 07/01/13 – General Fund – DOH 02/18/13 – Resignation

NEW HIRES TO COUNTY SERVICE:

4. Roberta Johnson – Health and Emergency Services – Public Health Nurse – 07/15/13 – Health Service Fund – Replacing Jullie Mercer

5. Daniel Irish – Information Technology – Telecommunications and Budget Analyst – 07/15/13 – General Fund – Replacing Kaycee Stratton

6. Stephanie Chaidez – Public Fiduciary – Administrative Clerk – 07/15/13 – General Fund – Replacing Patty Comstock

END PROBATIONARY PERIOD:

7. Martina Burnam – Probation – Probation Aide – 07/30/13 – General (.50)/Juvenile Probation Service Fee Funds

8. Teri Berumen – Recorder's Office – Recorder's Clerk Senior – 07/01/13 – General Fund

DEPARTMENTAL TRANSFERS:

9. Eric Mariscal – From Recorder's Office – To Elections – From Recorder's Office Supervisor – To Elections Director – 07/15/13 – General Fund – Replacing Linda Eastlick

10. Russell Toumberlin – Sheriff's Office – From Deputy Sheriff – To Deputy Sheriff/Task Force Agent – 07/15/13 – From General Fund – To Drug Gang Violent Crime Control Fund – Replacing Bianca DalMolin

11. Bianca DalMolin – Sheriff's Office – From Deputy Sheriff/Task Force Agent – To Deputy Sheriff – 07/15/13 – From Drug Gang Violent Crime Control Fund – To General Fund – Replacing Russell Toumberlin

12. Danny Rice Jr. – Sheriff's Office – From Deputy Sheriff – To Deputy Sheriff/Task Force Agent – 07/15/13 – From General Fund – To Drug Gang Violent Crime Control Fund – Replacing Christopher Pena

13. Christopher Pena – Sheriff's Office – From Deputy Sheriff/Task Force Agent – To Deputy Sheriff – 07/15/13 – From Drug Gang Violent Crime Control Fund – To General Fund – Replacing Danny Rice Jr.

14. Terry Dalton – County Attorney's Office – Legal Secretary Senior – 07/29/13 – From General(.10)/A G Victim Rights Funds – To General Fund – Replacing Valerie Hereford

15. Valerie Hereford – County Attorney's Office – Legal Secretary Senior – 07/29/13 – From General Fund – To General(.10)/A G Victim Rights Funds – Replacing Terry Dalton

REQUEST TO POST:

16. Recorder's Office – Recorder's Office Supervisor – Position vacated by Eric Mariscal

**JULY 23, 2013**

DEPARTURES FROM COUNTY SERVICE:

1. Barbara Munoz – Probation – CASA Foster Care Manager – 07/12/13 – Court Appointed Spec Advocate Fund – DOH 03/25/13 – Resignation

2. Randy Tober – Public Works – Solid Waste Operations Worker – 07/10/13 – Recycling and Landfill Management Fund – DOH 11/19/12 – Resignation

TEMPORARY HIRES TO COUNTY SERVICES:

3. Gloria Thompson – Library District – Early Literacy Program Coordinator – 07/22/13 – Library District Grants Fund – First Things First grant funded position

4. Delores Guerrero – Library District – Early Literacy Community Liaison – 07/29/13 – Library District Grants Fund – Replacing Andressa Kumparak

END PROBATIONARY PERIOD:

5. Steve McFarland – Public Works – Vehicle and Equipment Mechanic – 07/28/13 – Public Works Fund

6. Alfonso Alvarez – Recorder's Office – Voter Outreach Assistant – 07/01/13 – General Fund

DEPARTMENTAL TRANSFERS:

7. Samantha Dickison – Health and Emergency Services – From Animal Control Worker – To Animal Regulations Enforcement Officer – 07/29/13 – Rabies Control Fund – Replacing Amber Kimbrough

REQUEST TO POST:

8. Information Technology (.50)/Sheriff's Office (.50) – IT Administration and Support Senior – Position vacated by David Luhm

9. Community Services – Community Services Worker – Position vacated by Helene Lopez

10. Public Works – Solid Waste Operations Worker – Position vacated by Randy Tober

**JULY 30, 2013**

DEPARTURES FROM COUNTY SERVICE:

1. Wanda Rakoczy – Assessor's Office – Title Examiner – 08/29/13 – General Fund – DOH 07/09/07 – Retirement

2. Angel Ortega – Globe Regional Justice Court – Justice Court Clerk Associate – 07/19/13 – General Fund – DOH 06/10/13 – Resignation

3. Karl Schubert – Sheriff's Office – Deputy Sheriff – 08/09/13 – General Fund – DOH 06/25/13 – Resignation

4. Kenneth Payne Jr. – Public Works – Solid Waste Operator Senior – 08/01/13 – Recycling and Landfill Management Fund – DOH 03/27/06 – Resignation

NEW HIRES TO COUNTY SERVICE:

5. Justin Newby – Public Works – Road Maintenance Equipment Operator – 08/05/13 – Public Works Fund – Replacing Jerry Moore

6. Archie Speer – Public Works – Road Maintenance Equipment Operator – 08/05/13 – Public Works Fund – Replacing Justin Marks

7. Melanie Boyer – Recorder's Office – Recorder's Clerk – 08/05/13 – General Fund – Replacing Cate Gore

8. Michael Hill – Sheriff's Office – Deputy Sheriff – 08/05/13 – General Fund – Replacing Charlie Links

9. Dennis Foil – Sheriff’s Office – Detention Officer – 08/05/13 – General Fund – Replacing Mark Daunce
10. Germain Bohrn – Finance – Payroll Specialist – 08/12/13 – General Fund – Replacing Carrie Truesdell
11. Jeffrey Hessenius – Finance – Finance Director – 07/29/13 – General Fund – Replacing Christopher Bessenecker

DEPARTMENTAL TRANSFERS:

12. David Rogers – Elections – From Interim Elections Director – To Elections Specialist – 07/15/13 – General Fund – Interim services no longer needed
13. Teri Berumen – From Recorder’s Office – To Assessor’s Office – From Recorder’s Clerk Senior – To Title Examiner – 08/19/13 – General Fund – Replacing Wanda Rakoczy
14. Charlotte Williams – Recorder’s Office – From Recorder’s Clerk Senior – To Recorder’s Office Supervisor – 07/19/13 – General Fund – Replacing Eric Mariscal

OTHER ACTIONS:

15. Rebecca Baeza – Globe Regional Justice Court – Judge Pro Tempore – 07/26/13 – General Fund – Judge Pro Tempore’s salary moving from salary to hourly

REQUEST TO POST:

16. Recorder’s Office – Recorder’s Clerk Senior – Position vacated by Teri Berumen
17. Recorder’s Office – Recorder’s Clerk Senior – Position vacated by Charlotte Williams

**AA. Acknowledgment of contracts under \$50,000 which have been approved by the County Manager for the weeks of July 1, 2013, to July 5, 2013; July 8, 2013, to July 12, 2013; and July 15, 2013, to July 19, 2013.**

**BB. Approval of finance reports/demands/transfers for the weeks of July 23, 2013, July 30, 2013, and August 6, 2013.**

**July 23, 2013**

\$2,348,328.29 was disbursed for County expenses by check numbers 255413 through 255625.

**July 30, 2013**

\$423,710.92 was disbursed for County expenses by check number 255626 through 255748.

**August 6, 2013**

\$1,582,754.21 was disbursed for County expenses by check numbers 255749 through 255920. **(An itemized list of disbursements is permanently on file in the Board of Supervisors' Office.)**

Upon motion by Supervisor Marcanti, seconded by Vice-Chairman Martin, the Board unanimously approved Consent Agenda action items 5-A through 5-BB as presented.

**Item 6 – CALL TO THE PUBLIC: Call to the Public is held for public benefit to allow individuals to address issue(s) within the Board's jurisdiction. Board members may not discuss items that are not specifically identified on the agenda. Therefore, pursuant to Arizona Revised Statute §38-431.01(H), action taken as a result of public comment will be limited to responding to criticism made by those who have addressed the Board of Supervisors, may ask staff to review the matter or may ask that a matter be put on a future agenda for further discussion and decision at a future date.**

Jerry Barnes, Town Manager of Miami, addressed the Board today as Director of Cobre Valley Community Transit and handed out flyer invitations to the Cobre Valley Community Transit Inaugural 1<sup>st</sup> Bus Run, to be held August 16, 2013, at 10:00 a.m. at Miami Town Hall, 500 W. Sullivan Street, Miami, Arizona. He explained that the fixed route includes stops that span from San Carlos to Miami and will be starting on August 19, 2013, and run Monday through Friday from 6:30 a.m. to 6:00 p.m. Mr. Barnes introduced Ashley Rodriguez, Marketing Specialist, who was present in the audience. He stated that to ride the bus the first month is free, and that the flyer contains all of the stops and the cost of each bus ride after the first free month. He extended appreciation to Gila County and to all of the partners for continued support of this bus line.

**Item 7 – At any time during this meeting pursuant to A.R.S. §38-431.02(K), members of the Board of Supervisors and the Chief Administrator may present a brief summary of current events. No action may be taken on issues presented.**

Each Board member and the County Manager presented information on current events.

Chairman Pastor addressed item 4C at this time.

**4C. Information/Discussion/Action to authorize staff to explore various alternatives for acquiring additional office space, including, if appropriate, submitting proposals on properties that would subsequently be considered by the Board of Supervisors for final approval. Pursuant to A.R.S. 38-431.03(A)(7) the Board of Supervisors may vote to meet in**

**executive session to discuss and consult with its representatives concerning negotiations for the purchase, sale, or lease of real property.**

Upon motion by Vice-Chairman Martin, seconded by Supervisor Marcanti, the Board unanimously voted to go into Executive Session at 10:53 a.m. Chairman Pastor reconvened the meeting at 11:43 a.m. and called for a motion on this agenda item. Supervisor Marcanti made a motion to instruct staff to look into acquiring additional office space and property per the discussion held in Executive Session, which was seconded by Vice-Chairman Martin, and unanimously approved by the Board.

There being no further business to come before the Board of Supervisors, Chairman Pastor adjourned the meeting at 11:44 a.m.

APPROVED:

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Michael A. Pastor, Chairman

ATTEST:

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Marian Sheppard, Clerk of the Board

**BOARD OF SUPERVISORS MINUTES  
GILA COUNTY, ARIZONA**

Date: August 19, 2013

**MICHAEL A. PASTOR**

Chairman

**MARIAN E. SHEPPARD**

Clerk of the Board

**TOMMIE C. MARTIN**

Vice-Chairman

By: Laurie J. Kline

Deputy Clerk

**JOHN D. MARCANTI**

Member

Gila County Courthouse  
Globe, Arizona

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PRESENT: Michael A. Pastor, Chairman; Tommie C. Martin, Vice-Chairman; John D. Marcanti, Supervisor; Don E. McDaniel Jr., County Manager; Bryan B. Chambers, Deputy Attorney Principal; Jacque Griffin, Assistant County Manager/Librarian; Marian Sheppard, Clerk of the Board; and Laurie J. Kline, Deputy Clerk of the Board.

**Item 1 – CALL TO ORDER – PLEDGE OF ALLEGIANCE - INVOCATION**

The Gila County Board of Supervisors met in a regular session at 10:00 a.m. this date in the Board of Supervisors' hearing room. Vice-Chairman Martin led the Pledge of Allegiance and Minister Robert Howard of First Christian Church (Globe) delivered the invocation.

**Item 2 – PUBLIC HEARINGS**

**A. Information/Discussion/Action to adopt Resolution 13-08-02 to name a previously unnamed road to be called W. Stone Crossing and to rename W. Falling Star to W. Stone Crossing.**

Michael O'Driscoll, Health & Emergency Services Division Director, stated that in order to make this unnamed portion of road in Globe easier to locate for 911 responders, a letter was sent to the property owners proposing to name a previously unnamed section of road and rename W. Falling Star section of road to W. Stone Crossing. There have been no written objections received in response to the public notice and/or newspaper publications. Chairman Pastor opened the public hearing and there were no comments from the public, so he closed the public hearing and asked for a motion from the Board. Upon motion by Vice-Chairman Martin, seconded by Supervisor Marcanti, the Board unanimously adopted Resolution 13-08-02 to name a previously unnamed road to be called W. Stone Crossing and to rename W. Falling Star to W. Stone

Crossing. **(A copy of the Resolution is permanently on file in the Board of Supervisors' Office.)**

### **Item 3 – REGULAR AGENDA ITEMS:**

**A. Information/Discussion/Action to receive the presentation by Patricia Power, Vice President of Bose Public Affairs Group, regarding recent lobbying and consulting efforts in Washington D.C. to further County supported projects and to potentially secure federal funding for Gila County; discuss various items of interest and projects with Ms. Power; and provide direction to her on future projects and activities.**

Don McDaniel, County Manager, stated that Patricia Power, Vice President Bose Public Affairs Group, has been lobbying in Washington, D.C. on Gila County's behalf since 2006, and she has done a good job of keeping the County abreast of issues of impact and interest to Gila County.

Ms. Power thanked the Board for the renewal of the contract with Bose Public Affairs Group, and she stated that she is present to provide the Board with an update on her activities during the past year per the terms of the contract. She outlined some of the top issues that affect Gila County, as follows: 1) Wildfire Protection – Ms. Power has been working on the Four Forests Restorative Initiative (4FRI), which includes getting the contracts and dealing with the ramifications of the decisions made by the Forest Service officials. There have been a number of hearings in Washington, D.C. on the Forest Service and land management. She advised that Vice-Chairman Martin testified in April of this year on land issues before the United States House Committee on Natural Resources, which was very effective. 2) Road Issues – Ms. Power advised that Moving Ahead for Progress in the 21<sup>st</sup> Century (MAP-21) expires in one year from September 2013. The big issue regarding MAP-21 is getting funding for the Highway Trust Fund. The two likely scenarios are to raise the gas tax, which was sufficient for quite some time, but has changed as newer vehicles are more fuel efficient and because electric vehicles are becoming more popular. Consequently, less gas-tax revenue is now being collected. A possible solution that has been discussed is raising the tax rate or imposing a vehicle miles traveled tax. Ms. Power stated that there has been communication with the congressional offices regarding the need for Congress to provide funding for rural area projects as well as urban area projects, so she hopes that is considered during their decision-making process. 3) Resolution Copper – She advised that Congressman Paul Gosar and Congresswoman Ann Kirkpatrick have introduced a bipartisan bill currently waiting for action on the House floor in support of this mining project located in Superior, Arizona. Ms. Power does not believe this bill will pass through the Senate, but she does believe that it will probably pass through the House. She stated that she is working hard to see that rural Arizona is not left behind. She commented that Senator Flake stated earlier this morning that he wanted to see progress being made with

regard to those opposed to this mining project. Efforts are also currently being made to form a rural caucus in the House. Ms. Power believes that the County is positioned well by being represented by two Senators in addition to two Representatives (one Republican and one Democrat), who work well together. The caucus will be used to work on moving forward with the Resolution Copper mining project, as well as road improvement issues. Vice-Chairman Martin stated that she attended one meeting with regard to setting up and defining goals for the rural caucus.

Ms. Power reported on administration, which she said is more tracking than actively being involved. She is working on getting information on topics such as Payment in Lieu of Taxes (PILT), Secure Rural Schools (SRS) implementation, and the impact of sequestration by the federal government. She emphasized the importance of 4FRI because it has a direct impact on the County. Lastly, she addressed how the new federal land program will be implemented. The Board thanked Ms. Power and encouraged her to keep up the good work. Upon motion by Supervisor Marcanti, seconded by Vice-Chairman Martin, the Board unanimously agreed to support the lobbying and consulting efforts provided by Patricia Power, Vice President of Bose Public Affairs Group, in Washington, D.C.

**B. Information/Discussion/Action to receive the presentation by Dr. Pascal Berlioux, Executive Director of Eastern Arizona Counties Organization (ECO), regarding issues related to forest health, forest fires, and endangered species; discuss various items of interest with Dr. Berlioux; and provide direction to him on future directions and activities of ECO.**

Dr. Pascal Berlioux, Executive Director of Eastern Arizona Counties Organization (ECO), stated that ECO is a consortium of five counties: Gila, Graham, Greenlee, Apache and Navajo. This consortium comprises one-third of the counties in Arizona, two-thirds of rural counties in Arizona, and three-fourths of the small counties in Arizona. ECO receives money from each of these counties as well as from the State Land Department, and the money is disbursed for projects accordingly.

Dr. Berlioux stated that it's been a year since he was assigned to this job and he added that the Legislature has reacted very well to the initiatives to "ramp up" ECO's activities. As a result ECO's funding has been doubled by the legislation in the last year. The key focus has been to "beef up" ECO's actions at the local level as well as at the state and federal levels. ECO has been involved with civil issues to include transportation, forest restoration, fire prevention, land management, endangered species, and the Governor's National Resources Review Council.

With regard to forest restoration, Mr. Berlioux advised that the Four Forest Restoration Initiative (4FRI) is not going well. The two main concerns include contracting for thinning of the forests and obtaining a Record of Decision from NEPA (National Environmental Policy Act.) ECO is working with Senators and Representatives with regard to 4FRI to try to change legislation with regard to contractors. ECO is not concerned with the entity that wins the contract, nor is it concerned with how the timber is utilized; it is just concerned with “getting the job done.”

With regard to land management, ECO is working with both the Apache-Sitgreaves National Forests and the Tonto National Forest (TNF) on their proposed Travel Management Plan.

With regard to the endangered species, ECO has filed official comments with the U.S. Fish and Wildlife Service (USFWS) on the jaguar. ECO believes that the USFWS goes beyond the core requirements on this designation and there is no specific science to support the jaguar as needing to be designated as an endangered species. He also talked briefly about the Mexican gray wolf being reintroduced under the Endangered Species Act as a “10(j) population” and he emphasized the importance of retaining the Mexican gray wolf under the 10(j) rule.

The Arizona Governor created the Natural Resources Review Council. ECO has been doing outreach so that ECO may also be represented on this Council. Lastly, Dr. Berlioux advised that Senator Crandall included \$100,000 grant in the State’s budget for a county or a group of counties to look at issues regarding natural resources management.

The Board thanked Dr. Berlioux for the presentation.

**C. Information/Discussion/Action to set primary and secondary property tax rates for 2013 for all taxing jurisdictions within Gila County and convey tax rates for all jurisdictions to the County Treasurer, and adopt Resolution No. 13-08-03 providing for the collection of taxes for all jurisdictions by the County Treasurer for fiscal year 2013-2014.**

Don McDaniel, County Manager, stated that this is the time of year to set the primary and secondary property tax rates for fiscal year 2013-2014 for all taxing jurisdictions within Gila County, and for the Board to adopt Resolution 13-08-03 of which Exhibit A to the resolution contains the net assessed valuations, tax levies and tax rates for tax year 2013. He also added that because the consultant for the software that is being implemented in the Treasurer’s Office is running behind schedule, the tax bills will be approximately 30 days late in being mailed. Notification will be sent to each of the receiving agencies of this possibility. Also, taxpayers will be notified by public notice that property tax bills will be mailed late; however, notice will also

be provided that the collection date will also be extended by an equal amount of time. Mr. McDaniel explained that this was an unavoidable set of circumstances and that the Treasurer's Office is working diligently to expedite the process of the software changeover.

Chairman Pastor inquired as to whether or not Mr. McDaniel is satisfied with the answers from the County Attorney's Office regarding the Rim Trail Water Improvement District (Rim Trail). Mr. McDaniel then stated that Rim Trail requested a flat tax rate rather than a flat tax rate per parcel, and Bryan Chambers, Deputy Attorney Principal, advised that wouldn't be legal; therefore, Rim Trail has been advised that the County will not be able to fulfill that request. Upon motion by Vice-Chairman Martin, seconded by Supervisor Marcanti, the Board unanimously set primary and secondary property tax rates for 2013 for all taxing jurisdictions within Gila County and conveyed tax rates for all jurisdictions to the County Treasurer, and adopted Resolution No. 13-08-03 providing for the collection of taxes for all jurisdictions by the County Treasurer for fiscal year 2013-2014. **(A copy of the Resolution is permanently on file in the Board of Supervisors' Office.)**

**D. Information/Discussion/Action to acknowledge the resignation of Industrial Development Authority (IDA) Board member Scott Flake; and further, to appoint a member to the IDA Board of Directors effective immediately and expiring July 15, 2019.**

Don McDaniel, County Manager, deferred this item to Vice Chairman Martin who provided some information about Scott Flake's resignation from the Industrial Development Authority (IDA) Board. She then recommended the appointment of Tim Grier, Town of Star Valley Manager and an attorney, to fill Mr. Flake's unexpired term of office. Supervisor Marcanti was in favor of the recommendation. Upon motion by Supervisor Marcanti, seconded by Vice-Chairman Martin, the Board unanimously acknowledged the resignation of IDA Board member Scott Flake; and further, appointed Tim Grier, Manager Town of Star Valley/Attorney, to the IDA Board of Directors effective immediately and expiring July 15, 2019.

**E. Information/Discussion/Action to approve a Road Project Agreement (FS Agreement No. 13-RO-11031200-022) between the United States Department of Agriculture, Forest Service, Tonto National Forest and Gila County to receive \$227,022 for the double chip seal of Forest Road 55 (Russell Road), effective through December 31, 2013, at which time it will expire unless extended.**

Steve Sanders, Public Works Division Deputy Director, stated that in January 2011, the County submitted an application for Secure Rural Schools Title II Special Project funds for this road project. The County was awarded a grant

and funding was approved by the Eastern Arizona Resource Advisory Committee (RAC) in the amount of \$230,700; however, before the funds could be secured, the U.S. Department of Agriculture (USDA) Forest Service, Tonto National Forest (TNF) froze the funds and the project was put on hold due to sequestration by the federal government. Recently the Forest Service contacted the County and stated that the funds were reauthorized; however, the funds were reduced to \$227,022. By executing this agreement, it will allow the County to accept the funds from the Forest Service. Mr. Sanders stated that there shouldn't be a reason not to be able to finish this double chip seal project by the end of the year.

Chairman Pastor asked Mr. Sanders when the County plans to begin the project. Steve Stratton, Public Works Division Director, stated that the plan is to begin the project in late September or early October of this year to chip seal 3.5 miles of road. Chairman Pastor directed Mr. Sanders or Mr. Stratton to meet with him after today's meeting to discuss a question from a constituent regarding this item. Upon motion by Vice-Chairman Martin, seconded by Supervisor Marcanti, the Board unanimously approved a Road Project Agreement (FS Agreement No. 13-RO-11031200-022) between the United States Department of Agriculture, Forest Service, Tonto National Forest and Gila County to receive \$227,022 for the double chip seal of Forest Road 55 (Russell Road), effective through December 31, 2013, at which time it will expire unless extended.

**F. Information/Discussion/Action to approve a Road Project Agreement (FS Agreement No. 13-RO-11031200-018) between the United States Department of Agriculture, Forest Service, Tonto National Forest and Gila County to receive \$185,538 for the surfacing project of Forest Road 512 (Young Road), effective through December 31, 2013, at which time it will expire unless extended.**

Mr. Sanders advised that in September 2012, the County submitted an application for Secure Rural Schools Title II Special Project funds for this road project. The County was awarded a grant and funding was approved by the Eastern Arizona Resource Advisory Committee (RAC) in the amount of \$222,500; however, before the funds could be secured, the U.S.D.A. Forest Service, TNF froze the funds and the project was put on hold due to sequestration by the federal government. Recently the Forest Service contacted the County and stated that the funds were reauthorized; however, the funds were reduced to \$135,538 of Title II Secure Rural School funds plus \$50,000 from the TNF. This funding in the amount of \$185,538 will not complete the entire 13 miles; however, it will provide for approximately 4 miles of surfacing for Forest Road 512, (Young Road) and make a good base for long-term and continued maintenance of the road. Supervisor Marcanti inquired about the type of material to be applied to the road. Mr. Stratton replied that the Forest Service is permitting the County to use granite and other material from

Ponderosa gravel pits at no cost, and the material will be blended to create plasticity. The project is scheduled to begin in October and should be completed by the end of this year. Upon motion by Supervisor Marcanti, seconded by Vice-Chairman Martin, the Board unanimously approved a Road Project Agreement (FS Agreement No. 13-RO-11031200-018) between the United States Department of Agriculture, Forest Service, Tonto National Forest and Gila County to receive \$185,538 for the surfacing project of Forest Road 512 (Young Road), effective through December 31, 2013, at which time it will expire unless extended.

Chairman Pastor announced that the Board would address agenda items 4-6 at this time, and then return to address agenda items 3G and 3H.

**Item 4 – CONSENT AGENDA ACTION ITEMS: (Any matter on the Consent Agenda will be removed from the Consent Agenda and discussed and voted upon as a regular agenda item upon the request of any member of the Board of Supervisors.)**

**A. Approval of Amendment No. 2 to Contract No. Gila 10101 between Gila County and Central Arizona College for Program Year 2013 to provide additional WIA Youth Services funding for the period of July 1, 2013, through June 30, 2014, in the amount of \$673,403.**

**B. Approval of Amendment No. 2 to Contract No. Gila 10102 between Gila County and Central Arizona Association of Governments for Program Year 2013 to provide WIA Adult Services for the period of July 1, 2013, through June 30, 2014, in the amount of \$722,451.**

**C. Approval of the Chairman's signature on the Memorandum of Understanding (MOU) between the Gila County Division of Health and Emergency Services, the Gila County Board of Supervisors and Cenpatico Behavioral Health of Arizona, LLC for a period of three years (from the date of the last signature on the MOU) to provide a coordinated response to the behavioral health needs of persons impacted by disaster.**

**D. Authorization of the Chairman's signature on Amendment No. 2 to Contract No. 091511-1 between Gila County and Traffic Safety Inc. to increase the contract amount by \$35,000, for a new total contract amount of \$60,000, for the term of the contract, from December 20, 2012, to December 19, 2013.**

**E. Acknowledgment of the resignation of Ms. Linda Stailey from the Tonto Village Domestic Water Improvement District governing board and the appointment of William Snyder to complete Ms. Stailey's term which expires December 31, 2016.**

**F. Approval to appoint Kevin Corso to the Local Board of the Public Safety Personnel Retirement System (PSPRS) to be represented as a "Citizen" on said board for a term of four (4) years, for the period of August 19, 2013, to August 18, 2017.**

**G. Approval of a Special Event Liquor License Application submitted by Arizona Equine Rescue Organization to serve liquor at special events to be held on August 30, 2013, August 31, 2013, and September 1, 2013.**

**H. Approval of an Application for Extension of Premises/Patio Permit submitted by Tamara Morken of Rimside Grill/THAT Brewery to temporarily extend the Rimside Grill/THAT Brewery patio area in order to serve liquor in that area on September 13-15, 2013; September 27-29, 2013; October 26, 2013; and November 30, 2013 during special charity events.**

**I. Approval of a request for a waiver of fees by the Gila County Fair Committee for the use of the Fairgrounds facilities in Globe for the 2013 Gila County Fair and Fair Appreciation Dinner.**

**J. Acknowledgment of the July 2013 monthly activity report submitted by the Globe Regional Justice of the Peace's Office.**

**K. Acknowledgment of the June 2013 monthly activity report submitted by the Payson Regional Justice of the Peace's Office.**

**L. Acknowledgment of the June 2013 monthly activity report submitted by the Recorder's Office.**

**M. Approval of the July 16, 2013, Board of Supervisors' meeting minutes.**

**N. Acknowledgment of contracts under \$50,000 which have been approved by the County Manager for the weeks of July 22, 2013, to July 26, 2013; and July 29, 2013, to August 2, 2013.**

**O. Approval of finance reports/demands/transfers for the weeks of August 13, 2013, and August 20, 2013.**

**August 13, 2013**

\$812,905.15 was disbursed for County expenses by check numbers 255921 through 256042.

**August 20, 2013**

\$1,893,075.08 was disbursed for County expenses by check numbers 256043 through 256211. **(An itemized list of disbursements is permanently on file in the Board of Supervisors' Office.)**

Upon motion by Vice-Chairman Martin, seconded by Supervisor Marcanti, the Board unanimously approved Consent Agenda action items 4A through 4O as presented.

**Item 5 – CALL TO THE PUBLIC: Call to the Public is held for public benefit to allow individuals to address issue(s) within the Board's jurisdiction. Board members may not discuss items that are not specifically identified on the agenda. Therefore, pursuant to Arizona Revised Statute §38-431.01(H), action taken as a result of public comment will be limited to responding to criticism made by those who have addressed the Board of Supervisors, may ask staff to review the matter or may ask that a matter be put on a future agenda for further discussion and decision at a future date.**

There were no requests to speak from the public.

**Item 6 – At any time during this meeting pursuant to A.R.S. §38-431.02(K), members of the Board of Supervisors and the Chief Administrator may present a brief summary of current events. No action may be taken on issues presented.**

Each Board member and the County Manager briefly presented information on current events.

At this time, Chairman Pastor addressed agenda items 3G and 3H. As both items stated that the Board may vote to go into executive session, he asked for a motion to go into executive session on both items. Upon motion by Vice-Chairman Martin, seconded by Supervisor Marcanti, the Board unanimously voted to go into executive session at 11:05 a.m. to address agenda item 3G followed by another executive session to address agenda item 3H.

Chairman Pastor reconvened the regular meeting at 11:38 a.m. Note: Vice-Chairman Martin left the executive session at 11:25 a.m. to attend to another meeting; therefore, she did not return to the regular meeting at which time a vote was taken on agenda items 3G and 3H.

**3G. Information/Discussion/Action to vote to go into executive session pursuant to A.R.S. § 38-431.03(A)(3), to receive legal advice from its attorney regarding a Summons and Complaint filed against Gila County by AJP Electric, and pursuant to A.R.S. § 38-431.03(A)(4), to consider its position in the litigation, direct its attorneys on how to proceed in the**

**litigation, and direct its attorneys on how or whether to engage in settlement discussions.**

Chairman Pastor called for a motion on agenda item 3G. Supervisor Marcanti made a motion to proceed as directed to the County Attorney's Office. Chairman Pastor amended that motion to add "and to approve (paying) the amount due to AJP Electric plus 1% interest compounded monthly, and to direct the County Attorney to proceed as directed", to which Supervisor Marcanti agreed. Chairman Pastor then called for the vote which passed.

**3H. Information/Discussion/Action to vote to go into executive session pursuant to A.R.S. § 38-431.03(A)(3), to receive legal advice from its attorney regarding Strawberry Ridge Estates LLC. v. Gila County TX 2013-000471, and pursuant to A.R.S. § 38-431.03(A)(4), to consider its position in the litigation, direct its attorneys on how to proceed in the litigation, and direct its attorneys on how or whether to engage in settlement discussions.**

Chairman Pastor called for a motion on agenda item 3H. Supervisor Marcanti made a motion to dismiss the lawsuit and directed the County Attorney to proceed as directed in the executive session in Strawberry Ridge Estates, LLC vs. Gila County TX 2013-00471, which was seconded by Chairman Pastor and passed.

There being no further business to come before the Board of Supervisors, Chairman Pastor adjourned the meeting at 11:40 a.m.

APPROVED:

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Michael A. Pastor, Chairman

ATTEST:

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Marian Sheppard, Clerk of the Board

**ARF-2029**

**4. N.**

**Regular BOS Meeting**

**Meeting Date:** 09/03/2013

**Reporting Period:** Human Resources reports for the weeks of 8/6/13, 8/13/13, 8/20/13, and 8/27/13.

**Submitted For:** Linda Eastlick

**Submitted By:** Erica  
Raymond,  
Human  
Resources  
Assistant,  
Human  
Resources

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**Information**

**Subject**

Human Resources reports for the weeks of August 6, 2013, August 13, 2013, August 20, 2013, and August 27, 2013.

**Suggested Motion**

Acknowledgment of Human Resources reports for the weeks of August 6, 2013, August 13, 2013, August 20, 2013, and August 27, 2013.

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**Attachments**

August Human Resources Summary Report

08/06/13 Human Resources Report

08/13/13 Human Resources Report

08/20/13 Human Resources Report

08/27/13 Human Resources Report

Summary	Year To												
	Date	Jan-13	Feb-13	Mar-13	Apr-13	May-13	Jun-13	Jul-13	Aug-13	Sep-13	Oct-13	Nov-13	Dec-13
<b>Human Resources Action Items</b>													
DEPARTURES FROM COUNTY SERVICE	<b>115</b>	17	8	12	17	17	15	12	17				
HIRES TO COUNTY SERVICE	<b>78</b>	6	10	7	15	7	15	12	6				
TEMPORARY HIRES TO COUNTY SERVICE	<b>20</b>	1	0	2	9	4	0	2	2				
VOLUNTEERS TO COUNTY SERVICE	<b>4</b>	0	0	0	0	0	4	0	0				
DEPARTMENTAL TRANSFERS	<b>62</b>	3	9	7	7	5	7	16	8				
END PROBATIONARY PERIOD	<b>82</b>	7	18	10	11	12	6	9	9				
OTHER ACTIONS	<b>58</b>	23	1	4	6	4	5	14	1				
REQUEST PERMISSION TO POST	<b>96</b>	10	11	8	17	9	14	12	15				
<b>Total Transactions</b>	<b>515</b>	<b>67</b>	<b>57</b>	<b>50</b>	<b>82</b>	<b>58</b>	<b>66</b>	<b>77</b>	<b>58</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>

**HUMAN RESOURCES ACTION ITEMS**  
**AUGUST 6, 2013**

**DEPARTURES FROM COUNTY SERVICE:**

1. Stephanie Hawk – Community Services – WEX Participant – 07/19/13 – Workforce Investment Act Fund – DOH 03/18/13 – End of temporary employment

**NEW HIRES TO COUNTY SERVICE:**

2. Daniel Mikolay – Finance – Accountant Senior – 08/26/13 – General Fund – Replacing Amanda Roady
3. Khadija Taaka-Patch – Health and Emergency Services – Communicable Disease Specialist – 08/19/13 – Replacing Betty Vanta
4. Leitha Griffin – Recorder's Office – Recorder's Clerk Senior – 08/12/13 – General Fund – Replacing Charlotte Williams

**END PROBATIONARY PERIOD:**

5. Sabil Fitzhugh – Payson Regional Justice Court – Justice Court Clerk Associate – 08/11/13 – General Fund
6. Melissa Greenhagen – Payson Regional Justice Court – Justice Court Clerk Associate – 08/11/13 – General Fund
7. Patricia Keyworth – Probation – Administrative Clerk Senior – 08/06/13 – Court Appointed Special Advocate (.50)/Court Improvement Project(.50) Funds
8. David Luhm – Information Technology – IT Administrator and Support Senior – 07/29/13 – General Fund
9. Brian Martin – Probation – Juvenile Detention Officer – 08/13/13 – General Fund
10. Christopher Mathews – Public Works – Custodian (.85) – 08/14/13 – Facilities Management Fund

**DEPARTMENTAL TRANSFERS:**

11. Dave Rogers – From Elections – To Information Technology – From Elections Specialist – To Systems and Network Communications Analyst – 08/12/13 – General Fund – Replacing Kelly Riggs
12. Lisa Wilckens – Finance – From Payroll Specialist – To Management Analyst – 08/12/13 – General Fund

**REQUEST TO POST:**

13. Public Works – Solid Waste Operations Worker Senior – Position vacated by Kenneth Payne Jr.
14. Elections – Elections Specialist – Position vacated by Dave Rogers

**HUMAN RESOURCES ACTION ITEMS**  
**AUGUST 13, 2013**

**DEPARTURES FROM COUNTY SERVICE:**

1. Cynthia Claydon – Sheriff's Office – Detention Officer – 08/11/13 – General Fund – DOH 11/22/10 – Resignation
2. Dennis Foil – Sheriff's Office – Detention Officer – 08/05/13 – General Fund – DOH 08/05/13 – Declined position

**NEW HIRES TO COUNTY SERVICE:**

3. John Park – Probation – Deputy Probation Officer 2 – 08/19/13 – State Aid Enhancement Fund – Replacing David Jones
4. Daniel Lowe – Probation – Deputy Probation Officer 1 – 08/19/13 – State Aid Enhancement Fund – Replacing Gretchen Spier
5. Rachel Saleh – Health and Emergency Services – Environmental Health Specialist Senior – 08/19/13 – Health Service Fund – Replacing Joe Kline

**DEPARTMENTAL TRANSFERS:**

6. Amber Warden – Sheriff's Office – From Accounting Clerk Specialist – To Executive Administrative Assistant – 08/12/13 – General Fund – Replacing Nancy Neumann
7. Gretchen Spier – Probation – Deputy Probation Officer 2 – 08/19/13 – From State Aid Enhancement Fund – To Adult Intensive Probation Supervision – Replacing Jaime Romero
8. Sylvia Martinez – Finance – From Accounting Clerk Senior – To Payroll Specialist – 08/26/13 – General Fund – Replacing Lisa Wilckens
9. Lisa Modglin – From Sheriff's Office – To Information Technology(.5)/Sheriff's Office(.5) – From IT Support Technician – To IT Administrator and Support Senior – 08/19/13 – General Fund – Replacing Tyler Solberg
10. Fred Lavin – Public Works – From Road Maintenance/Equipment Operator Senior – To Public Works Roads Lead – 08/19/13 – Public Works Fund – Replacing Richard Short

**REQUEST TO POST:**

11. Sheriff's Office – IT Administrative Support Senior – Position vacated by Lisa Modglin
12. Finance – Accounting Clerk Senior – Position vacated by Sylvia Martinez
13. Sheriff's Office – Jail Intelligence/Professional Standard – Position vacated by John DeSanti
14. Sheriff's Office – Accounting Clerk Specialist – Position vacated by Amber Warden

**HUMAN RESOURCES ACTION ITEMS**  
**AUGUST 20, 2013**

**DEPARTURES FROM COUNTY SERVICE:**

1. David Palmer – Probation – Juvenile Detention Officer – 08/23/13 – General Fund – DOH 09/27/12 – Resignation
2. Justin Durbin – Assessor's Office – Property Appraiser – 08/16/13 – General Fund – DOH 03/11/13 – Unsuccessful completion of probationary period
3. Tannyn Garcia – Constituent Services II – Temporary Laborer – 08/12/13 – General Fund – DOH 07/01/13 - Resignation

**NEW HIRES TO COUNTY SERVICE:**

4. Zachary Navarro – Public Works – Solid Waste Operations Worker – 08/26/13 – Recycling and Landfill Management Fund – Replacing Randy Tober

**END PROBATIONARY PERIOD:**

5. Thomas Dando – Public Works – Solid Waste Operations Worker Senior – 08/28/13 – Recycling and Landfill Management Fund
6. James Gibson – Public Works – Solid Waste Operations Worker Senior – 08/28/13 – Recycling and Landfill Management Fund
7. Kevin Kittle – Probation – Surveillance Officer – 08/27/13 – General(.5)/Adult Probation Service Fees(.5) Funds

**DEPARTMENTAL TRANSFERS:**

8. Alfonso Alvarez – From Recorder's Office – To Elections Department – From Voter Outreach Assistant – To Elections Specialist – 08/26/13 – General Fund – Replacing Dave Rogers

**REQUEST TO POST:**

9. Public Works – Vehicle and Equipment Mechanic Senior – Position vacated by Kenneth Payne Sr.
10. Assessor's Office – Property Appraiser – Position vacated by Justin Durbin

**HUMAN RESOURCES ACTION ITEMS**  
**AUGUST 27, 2013**

**DEPARTURES FROM COUNTY SERVICE:**

1. Amber Campbell – School Superintendent’s Office – Accounting Clerk – 08/30/13 – General Fund – DOH 10/01/12 – Resignation
2. Sophia Hill – Health and Emergency Services – Accounting Clerk – 08/22/13 – Various Funds – DOH 06/17/13 – Unsuccessful completion of probationary period
3. Frank Zupancic – Public Works – Vehicle and Equipment Mechanic – 09/13/13 – Public Works Fund – DOH 09/08/86 – Retirement
4. Bree’na York – Community Services – Fiscal Services Manager – 08/30/13 – Various Funds – DOH 07/01/97 – Resignation
5. Christopher Bender – Sheriff’s Office – Deputy Sheriff – 08/25/13 – General Fund – DOH 11/27/06 – Resignation
6. George Carrillo – Sheriff’s Office – Deputy Sheriff – 08/27/13 – General Fund – DOH 06/11/12 – Resignation
7. Christopher Thorne – Constituent Services II – Temporary Laborer – 08/19/13 – General Fund – DOH 06/10/13 – End of temporary employment
8. Curtis Johnson – Constituent Services II – Temporary Laborer – 08/19/13 – General Fund – DOH 04/15/13 – End of temporary employment
9. David Oropeza – Constituent Services II – Temporary Laborer – 08/19/13 – General Fund – DOH 04/15/13 – End of temporary employment
10. Ernest Salcido – Constituent Services II – Temporary Laborer – 08/19/13 – General Fund – DOH 04/15/13 – End of temporary employment
11. Nathaneal Cutter – Public Works – Automotive Mechanic – 08/22/13 – Fleet Management Fund – DOH 05/12/08 – Resignation
12. Daniel Mikolay – Finance – Accountant Senior – 08/26/13 – General Fund – DOH 8/26/13 – Declined position

**TEMPORARY HIRES TO COUNTY SERVICES:**

13. Bree’na York – Community Services – Consultant – 09/02/13 – Various Funds
14. Esmeralda Renteria – Community Services – WEX Participant – 09/09/13 – Workforce Investment Act Fund – Replacing Stephanie Hawk

**OTHER ACTIONS:**

15. Dana Lindsey – County Attorney’s Office – Detective – 07/08/13 – General Fund – Temporary reduction in hours worked

**REQUEST TO POST:**

16. Public Works – Automotive Mechanic – Position vacated by Nathaneal Cutter
17. Sheriff’s Office – 911 Dispatcher Supervisor – Position vacated by Candice Jorgenson
18. Sheriff’s Office – Detention Officer Sgt. – Position vacated by Christine Duarte
19. Sheriff’s Office – Professional Standards Investigator – Position vacated by John DeSanti
20. Community Services – Fiscal Service Manager – Position vacated by Bree’na York
21. Community Services – Administrative Clerk – Position vacated by Pamela Wagner
22. School Superintendent’s Office – Accounting Clerk – Position vacated by Amber Campbell

**ARF-2059**

**Consent Agenda Item 4. O.**

**Regular BOS Meeting**

**Meeting Date:** 09/03/2013

**Reporting Period:** Report for County Manager Approved Contracts Under \$50,000 for Weeks Ending 8-9-13 and 8-16-13

**Submitted For:** Jeffrey Hessenius,  
Finance Director  
**Submitted By:** Dana Sgroi, Contracts Support  
Specialist, Finance Department

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**Information**

**Subject**

Report for County Manager Approved Contracts Under \$50,000 for Weeks Ending 8-9-13 and 8-16-13.

**Suggested Motion**

Acknowledgment of contracts under \$50,000 which have been approved by the County Manager for the weeks of August 5, 2013, to August 9, 2013; and August 12, 2013, to August 16, 2013.

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**Attachments**

County Manager Approved Contracts Under \$50,000 for Weeks Ending 8-9-13; and 8-16-13

Arizona State Purchasing Cooperative Agreement 06-2013 to 06-2018

Tachyon Networks Quote GC0604

Service Agreement No 072513 with Pueblo Mechanical

Amendment No. 1 with Christine McCown, R.N.

Amendment No. 1 to Contract 060613 with Terry Doolittle

Maintenance Agreement 135090.01 with BT Conferencing Video, Inc.

Agreement Rim Country Arizonans for Children-P.A.D.S.

**COUNTY MANAGER APPROVED CONTRACTS UNDER \$50,000****August 05, 2013 to August 09, 2013**

Number / Vendor	Title	Amount	Term	Approved	Renewal Option	Summary
Arizona Dept. of Administration	Arizona State Purchasing Cooperative Agreement	N/A	6-30-13 to 6-30-18	8-5-13	Expires	Renew the Cooperative Agreement with the State of Arizona that allows Gila County to utilize State contracts to purchase various products and services.
GC0604 Tachyon Networks	Purchase & Install 1 Auto Deploy Satellite for Sheriff's Office Command Center	\$25,350.00	6-30-13 to 7-1-14	8-7-13	Expires	Replace the broken and unserviceable Satellite Dish on Sheriff's Office Command Center.
072513 Pueblo Mechanical	Replace Compressor on the Globe Jail Walk-In Freezer	\$3,566.71	8-7-13 to 10-6-13	8-7-13	Expires	Repair/Replace Walk-in Freezer Compressor. When Bill McDaniel came in the Freezer was off and they don't know for how long.

**August 12, 2013 to August 16, 2013**

Number / Vendor	Title	Amount	Term	Approved	Renewal Option	Summary
041412 Christine McCown, R.N.	Amendment No. 1 to Professional Services Agreement No. 041412 Community Health Nursing	\$11,100.00	7-1-13 to 6-30-14	8-14-13	Option to renew for one (1) additional year	Provide Community Health Nursing in accordance with the Arizona Department of Health Services for the Gila County Health Department.
060613 TD Government Solutions	Amendment No. 1 to Professional Services Contract No. 060613 Operational Review Consultant	N/A	5-16-13 to 9-30-13	8-14-13	Expires	Amendment No. 1 serves to change the name on Professional Services Contract No. 060613 from Terry Doolittle, to TD Government Solutions, Inc. TD Government Solutions, Inc. is a corporation that was started by Terry Doolittle to run his consulting business out of. As of the date the contract was written, the paperwork was still being processed. The paperwork has been fully completed now and TD Government Solutions, Inc. is an active corporation in good standing with the Corporation Commission.

**August 12, 2013 to August 16, 2013**

Number / Vendor	Title	Amount	Term	Approved	Renewal Option	Summary
135090.01 BT Conferencing Video	Maintenance Renewal for video conference equipment	\$4,430.00	6-15-13 to 6-14-16	8-14-13	Expires	Renewal of the maintenance agreement for the video conferencing equipment in courtrooms and detention homes.
Rim Country Arizonans for Children, Inc.	Agreement between Gila County and Rim Country Arizonans for Children, Inc.	\$10,00.00	-	8-15-13	-	Economic Development grant for financial assistance for the Payson Assisting Displaced Students (P.A.D.S.) program. Rim Country Arizonans for Children, Inc. is a 501c3 organization that supports children and families that participate in the P.A.D.S. program. The P.A.D.S. program exists to help find safe and stable homes for homeless students in the Northern Gila County area.

**Janice K. Brewer**  
Governor



**Brian C. McNeil**  
Director

**ARIZONA DEPARTMENT OF ADMINISTRATION**

**STATE PROCUREMENT OFFICE**

100 NORTH FIFTEENTH AVENUE • SUITE 201  
PHOENIX, ARIZONA 85007

(602) 542-5511 (main) (602) 542-5508 (fax)  
<http://spo.az.gov>

**ARIZONA STATE PURCHASING COOPERATIVE AGREEMENT**

This Cooperative State Purchasing Agreement ("Agreement") is entered between the

**State of Arizona Procurement Office**

and

**GILA COUNTY PROCUREMENT**

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(Organization Name)

in accordance with Arizona Revised Statutes §41-2631, *et seq.*, Article 10 Intergovernmental Procurement, which authorizes cooperative purchasing for public procurement units and nonprofit educational or public health institutions and the Arizona Administrative Code R2-7-1001, which permits the governing body of any Eligible Procurement Unit to enter into an Agreement with the State for the purpose of utilizing State contracts.

The purpose of this Agreement is to permit the Eligible Procurement Unit named above, hereafter known as the State Cooperative Member, to purchase materials and services from State contractors at the prices and terms expressed in contracts between the State and those State contractors.

In consideration of the mutual promises contained in this Agreement, and of the mutual benefits to result there from, the State and the State Cooperative Member agree as follows:

1. The State shall conduct the procurement in compliance with the Arizona Procurement Code, A.R.S. Title 41, Chapter 23, and its Rules, A.A.C. Title 2, Chapter 7.

2. The specifications for the materials and services will be determined by the State Procurement Administrator or delegated State agencies.
3. The State will identify the State Cooperative Member as an eligible participant in any solicitation intended for general use by State Cooperative Members. In addition, the State may invite the State Cooperative Member to participate in certain exclusive solicitations. Only State Cooperative Members indicating an interest in participating in these exclusive solicitations will be eligible to participate in the resulting State contracts.
4. The State Cooperative Member's use of eligible State contracts is discretionary. Participation in the State Purchasing Cooperative shall not restrict or limit member's ability to seek competition as needed. However, the State Cooperative Member shall not use a State contract as a means of coercion to obtain improper concessions, including lower prices, from State contractors or any other suppliers for the same or similar materials or services. The State Cooperative Member is also prohibited from participating in any organization or group that seeks to obtain such concessions from State contractors or other suppliers based on State contracts.
5. The State shall provide the State Cooperative Member with access to listings of all eligible State contracts. The original copy of each State contract is a public record on file with the State. The State's eProcurement System shall provide all contract information available and be used for contract purchases.
6. The State Cooperative Member shall:
  - a. Ensure that purchase orders issued against eligible State contracts are in accordance with the terms and prices established in the State contract.
  - b. Make timely payments to the State contractor for all materials and services received in accordance with the terms and conditions of the State contract. Payment for materials or services and inspection and acceptance of materials or services ordered by the State Cooperative Member shall be the exclusive obligation of such unit.

- c. Be responsible for the ordering of materials or services under this Agreement. The State shall not be liable in any fashion for any violation by the State Cooperative Member of this Agreement and, with the exception of other Arizona State entities subject to A.R.S. §41-621, the State Cooperative Member shall hold the State harmless from any liability which may arise from action or inaction of the State Cooperative Member relating to this Agreement or its subject matter.
  - d. The exercise of any rights or remedies by the State Cooperative Member shall be the exclusive obligation of such unit; however, the State, as the contract administrator and without subjecting itself to any liability, may join in the resolution of any controversy should it choose to do so.
- 7. The State Cooperative Member shall endeavor to utilize State contracts to the fullest extent possible. That is, the State Cooperative Member is to make an effort to purchase all items covered under exclusive contracts and shall not fracture purchases by means of utilizing line items from alternate contracts. Such practices weaken the State's ability to negotiate lowest possible volume prices. Exclusive contracts are those that offer the State Cooperative member the option to participate exclusively, rather than permissively, and shall be identified as such within the contract documents.
  - 8. Failure of the State Cooperative Member to secure performance from the State contractor in accordance with the terms and conditions of its purchase order does not necessarily require the State to exercise its own rights or remedies.
  - 9. This Agreement shall take effect with execution by both Parties on the date signed by the State Procurement Administrator, and shall remain in effect for a total period of five (5) state fiscal years.
  - 10. This Agreement may be canceled pursuant to the provisions of A.R.S. § 38-511.
  - 11. This Agreement is exempt from the provisions of A.R.S. §§ 11-952(D) and 12-1518.
  - 12. The State Cooperative Member certifies that its organization shall comply with the


State and Federal Equal Opportunity and Non-Discrimination requirements and conditions of employment in accordance with A.R.S. Title 41 Chapter 9, Article 4 and Executive Order No. 2009-09 dated October 20, 2009.

13. The State Cooperative Member hereby acknowledges that each State contractor shall be remitting an administrative fee to the State, based upon the member's purchasing volume under the state contracts.
14. The State Cooperative Member authorizes State contractors to release usage information to the State. Usage information shall be limited to the State Cooperative Member's purchasing activity and shall generally consist of, but shall not be limited to, purchase order information including purchase date(s); units purchased, their descriptions and quantities; unit prices and aggregate amounts paid for all materials and services purchased off of the State's contract.
15. The State may terminate this Agreement without notice if the State Cooperative Member fails to comply with the terms of a State contract or this Agreement.
16. Except as provided in Paragraph 15, either of the Parties may terminate this Agreement with at least thirty (30) days written notice to the other party.

IN WITNESS WHEREOF, the Parties of this Agreement, having caused their names to be affixed hereto by their proper officers, hereby execute this Agreement on the dates indicated hereunder.

**FOR THE STATE COOPERATIVE MEMBER:**

**FOR THE STATE:**

  
**Signature:**

**Signature:**

**Name:** Don E. McDaniel, Jr.

Jean A. Clark, CPPO, C.P.M., CPPB, CPM

**Title:** County Manager

**Title:** State Procurement Administrator

**Date:** August 05, 2013

**Date:** \_\_\_\_\_

**ARIZONA STATE PURCHASING COOPERATIVE**  
**State Cooperative Member Contact Information**  
(Please submit completed form with agreement to address below.)

<b>Name of Organization:</b> Gila County Procurement/Finance	
<b>Name of Contact Person:</b> Jeannie Sgroi	
<b>Title of Contact Person:</b> Contracts Support Specialist	
<b>Telephone number of contact person:</b> 928-402-8612	<b>Fax:</b> 928-402-4386
<b>E-mail address of contact person:</b>  <b>dsgroi@gilacountyaz.gov</b>  <small>(If possible, please provide a general email address that can be forwarded to the contact person and that will not change should the contact person leave the organization. The person receiving email from the State Procurement Office at the address above needs to be responsible to forward the information to other interested parties at your organization as needed.)</small>	
<b>Billing Address:</b>  Gila County FINANCE DEPARTMENT 1400 E. Ash Street Globe, Arizona 85501	
<b>Remit Address (if different from the billing address):</b>          	
<b>Federal ID Tax Number:</b> 86-6000444	

**Please notify State Procurement Office of any changes to this information.**

Please send completed agreements and changes in contact information to:

State Procurement Office  
Arizona State Purchasing Cooperative  
100 North 15<sup>th</sup> Avenue, Suite 201  
Phoenix, Arizona 85007

Or by e-mail to: [spo@azdoa.gov](mailto:spo@azdoa.gov)





Quote Date	6/4/2013
Quote Number	GC0604
Quote Expires	7/24/2013
Prepared By	Marc Giroux
Preparer Phone	858-882-8173

BILLING DETAILS		SHIPPING DETAILS	
Customer	Gila County Sheriff	Service for TAP # 100-0-121 SO# 33135-1	
Billing Address	POB 311 1100 South Street Globe, AZ 85502		
Contact	Chief Admin Sarah White		
Phone	928-402-8572		
Email	<a href="mailto:swhite@co.gila.az.us">swhite@co.gila.az.us</a>	Shipping Method	Freight
		Est. Ship Date	TBD
		Target Install Date	TBD

HARDWARE INFORMATION (Non-recurring costs)				
QUANTITY	DESCRIPTION	Part #	PRICE	TOTALS
1	Auto Deploy Vehicle Mount w/ 1M Antenna with 4Watt Radio (See Equipment description below under Proposal Overview)	US1VA1000K11-CI1300-4W-000-01	\$22,450.00	\$22,450.00
Hardware sub-total:				\$22,450.00

SERVICE INFORMATION (Monthly recurring costs)					
QUANTITY	SERVICE TYPE--(Primary, Redundant, Temporary)	MB	TERM	PRICE	TOTALS
QUANTITY		RESPONSE TIME		PRICE	TOTALS
Monthly charge sub-total					
Service Sub-total:					\$0.00

INSTALLATION DETAILS	
Additional Details	"Please note that Tachyon Networks, in it's sole discretion, may require up to 100% pre-payment for hardware and up to 3 months pre-payment of monthly service charges, depending on a credit review." Please bill back customer actual shipping charges. ** Attachment "A" by mention made a binding part of this agreement as set forth **

PAYMENT TERMS:	N30	SUBTOTAL:	\$22,450.00
PROPOSAL OVERVIEW:  Auto Deploy units come with the following: 1M Antenna 1078K MVSAT Auto Deploy (includes azel, feed & TracStar Controller) Feed boom Mounting Kit for 4W radio, & RF Cable, Zinwell 4W Radio, LNB USA and all cables required for usage. **Please note customer has already purchased Tachyon IDU CI1300, that price has been deducted from the cost of the AD Unit ** Should installer pick up equipment estimated shipping charge of \$400 will be waived.		Estimated Installation:	\$2,500.00
		Estimated Shipping & Handling:	\$400.00
		ORDER TOTAL:	\$25,350.00

All prices stated herein are US Dollar amounts.

All Quotations and acceptance of orders are based on Tachyon Networks, Inc. Services Agreement.

Hardware is FOB. San Diego, CA. All Taxes, Duties and Freight are not included.

**I agree that the information above is correct and I wish to proceed with this order.**

Signed by Client: [Signature] Print Name: DON E. McDaniel, Jr. Date: 8/2/13

Accepted by Tachyon: [Signature] Print Name: Miguel Hernandez Date: 25 July 2013

Tachyon Networks Incorporated

9339 Carroll Park Drive #150 San Diego, CA 92121

858.882.8166 - Office 858.882.8137 - Fax

## ATTACHMENT "A"

**Legal Arizona Workers Act Compliance:** Firm hereby warrants that it will at all times during the term of this Contract comply with all federal immigration laws applicable to Firm's employment of its employees, and with the requirements of A.R.S. § 23-214 (A) (together the "State and Federal Immigration Laws"). Firm shall further ensure that each subcontractor who performs any work for Firm under this contract likewise complies with the State and Federal Immigration Laws.

County shall have the right at any time to inspect the books and records of Firm and any subcontractor in order to verify such party's compliance with the State and Federal Immigration Laws.

Any breach of Firm's or any subcontractor's warranty of compliance with the State and Federal Immigration Laws, or of any other provision of this section, shall be deemed to be a material breach of this Contract subjecting Firm to penalties up to and including suspension or termination of this Contract. If the breach is by a subcontractor, and the subcontract is suspended or terminated as a result, Firm shall be required to take such steps as may be necessary to either self-perform the services that would have been provided under the subcontract or retain a replacement subcontractor as soon as possible so as not to delay project completion.

Firm shall advise each subcontractor of County's rights, and the subcontractor's obligations, under this Article by including a provision in each subcontract substantially in the following form: "Subcontractor hereby warrants that it will at all times during the term of this contract comply with all federal immigration laws applicable to Subcontractor's employees, and with the requirements of A.R.S. § 23-214 (A). Subcontractor further agrees that County may inspect the Subcontractor's books and records to insure that Subcontractor is in compliance with these requirements. Any breach of this paragraph by Subcontractor will be deemed to be a material breach of this contract subjecting Subcontractor to penalties up to and including suspension or termination of this contract."

**Cancellation:** This agreement is subject to cancellation pursuant to A.R.S. §38.511.

TACHYON NETWORKS

  
Individual Authorized to Sign

Miguel Hernandez  
Print Name

CFO  
Title

5 August 2013  
Date

Tommie C. Martin, District I  
P.O. Box 2297 Payson, AZ. 85547  
(928) 474-2029

Michael A. Pastor, District II  
1400 E. Ash St. Globe, AZ. 85501  
(928) 425-3231 Ext. 8753

John D. Marcanti, District III  
1400 E. Ash St. Globe, AZ. 85501  
(928) 425-3231 Ext. 8511



**GILA COUNTY**  
[www.gilacountyaz.gov](http://www.gilacountyaz.gov)

Don E. McDaniel Jr., County Manager  
Phone (928) 425-3231 Ext. 8761

1400 E. Ash Street  
Globe, AZ 85501

**SERVICE AGREEMENT NO. 072513**  
**REPLACE COMPRESSOR-GLOBE JAIL WALK IN-FREEZER**

**THIS AGREEMENT**, made and entered into this 07<sup>th</sup> day of August, 2013, by and between Gila County, a political subdivision of the State of Arizona hereinafter designated the County, and Pueblo Mechanical & Controls, Inc., of the City of Tucson, State of Arizona, hereinafter designated the Contractor.

**WITNESSETH:** The Contractor, for and in consideration of the sum to be paid him by the County, in the manner and at the time hereinafter provided, and of the other covenants and agreement's herein contained, hereby agrees, for himself, his heirs, administrators, successors, and assigns as follows:

**ARTICLE 1 – SCOPE OF SERVICES:** The Contractor shall provide the services and products listed in the Scope of Work below and shall do so in a good, workmanlike and substantial manner and to the satisfaction of the County under the direction of the Facilities Manager Director or designee.

All work performed by the Contractor shall be completed to local codes and regulation per Gila County and the State of Arizona and consistent with all Gila County guidelines.

Scope of Work: Refer to attached Attachment "A" to Service Agreement No. 072513, by mention made a binding part of this agreement as set forth herein.

Contractor Fee's: Refer to Attachment "A" to Service Agreement No. 072513, by mention made a binding part of this agreement as set forth herein. To the extent that the terms and conditions of this Service Agreement conflict with the Terms and Conditions of Attachment "A", the terms and conditions of this service agreement will prevail and govern the contractual relationship between the parties.

**ARTICLE 2 – TERMINATION:** The County reserves the right to terminate the Contract, in whole or in part at any time, when in the best interest of the County, without penalty or recourse. Upon receipt of the written notice, the Contractor shall stop all work as directed in the notice. If the contract is terminated, the County shall be liable only for the services rendered under this contract and accepted material received by the County before the effective date of termination.

**ARTICLE 3 - INDEMNIFICATION:** Contractor shall indemnify, defend, save and hold harmless the County of Gila and its officers, officials, agents, and employees (hereinafter referred to as "Indemnatee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys' fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as "Claims") for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Contractor or any of its owners, officers, directors, agents, employees or subcontractors. This indemnity includes any claim or amount arising out of or recovered under the Workers' Compensation Law or arising out of the failure of such contractor to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. It is the specific intention of the parties that the Indemnatee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnatee, be indemnified by Contractor from and against any and all claims. It is agreed that Contractor will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable. In consideration of the award of this contract, the Contractor agrees to waive all rights of subrogation against the County, its officers, officials, agents and employees for losses arising from the work performed by the Contractor for the County.

**ARTICLE 4 - INSURANCE REQUIREMENTS:** Contractor and subcontractors shall procure and maintain until all of their obligations have been discharged, including any warranty periods under this Contract are satisfied, insurance against claims for injury to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees or subcontractors.

The insurance requirements herein are minimum requirements for this Contract and in no way limit the indemnity covenants contained in this Contract. The County in no way warrants that the minimum limits contained herein are sufficient to protect the Contractor from liabilities that might arise out of the performance of the work under this contract by the Contractor, his agents, representatives, employees or subcontractors and Contractor is free to purchase additional insurance as may be determined necessary.

A. **MINIMUM SCOPE AND LIMITS OF INSURANCE:** Contractor shall provide coverage with limits of liability not less than those stated below.

1. **Commercial General Liability - Occurrence Form**

Policy shall include bodily injury, property damage and broad form contractual liability coverage.

- |   |             |
|---|-------------|
| • General Aggregate                         | \$2,000,000 |
| • Products - Completed Operations Aggregate | \$1,000,000 |
| • Personal and Advertising Injury           | \$1,000,000 |
| • Each Occurrence                           | \$1,000,000 |

- a. The policy shall be endorsed to include the following additional insured language: **"The County of Gila shall be named as an additional insured with respect to liability arising out of the activities performed by, or on behalf of the Contractor"**.

2. **Worker's Compensation and Employers' Liability**

Workers' Compensation	Statutory
Employers' Liability	
Each Accident	\$100,000
Disease - Each Employee	\$100,000
Disease - Policy Limit	\$500,000

- a. Policy shall contain a **waiver of subrogation** against the County of Gila.

3. **Professional Liability (Errors and Omissions Liability)**

Each Claim	\$1,000,000
Annual Aggregate	\$2,000,000

- a. In the event that the professional liability insurance required by this Contract is written on a claims-made basis, Contractor warrants that any retroactive date under the policy shall precede the effective date of this Contract; and that either continuous coverage will be maintained or an extended discovery period will be exercised for a period of two (2) years beginning at the time work under this Contract is completed.

B. **ADDITIONAL INSURANCE REQUIREMENTS:** The policies shall include, or be endorsed to include, the following provisions:

1. On insurance policies where the County of Gila is named as an additional insured, the County of Gila shall be an additional insured to the full limits of liability purchased by the Contractor even if those limits of liability are in excess of those required by this Contract.
2. The Contractor's insurance coverage shall be primary insurance and non-contributory with respect to all other available sources.
3. Coverage provided by the Contractor shall not be limited to the liability assumed under the indemnification provisions of this Contract.

C. **NOTICE OF CANCELLATION:** Each insurance policy required by the insurance provisions of this Contract shall provide the required coverage and shall not be suspended, voided, canceled, reduced in coverage or endorsed to lower limits except after thirty (30) days prior written notice has been given to the County. Such notice shall be sent directly to **Gila County Purchasing Department, 1400 E. Ash St., Globe, AZ, 85501** or and shall be sent by certified mail, return receipt requested.

D. **ACCEPTABILITY OF INSURERS:** Insurance is to be placed with insurers duly licensed or approved unlicensed companies in the state of Arizona and with an "A.M. Best" rating of not less than B+ VI. The County in no way warrants that the above-required minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency.

E. **VERIFICATION OF COVERAGE:** Contractor shall furnish the County with certificates of insurance (ACORD form or equivalent approved by the County) as required by this Contract. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.

*All certificates and endorsements are to be received and approved by the County before work commences.* Each insurance policy required by this Contract must be in effect at or prior to commencement of work under this Contract and remain in effect for the duration of the project. Failure to maintain the insurance policies as required by this Contract or to provide evidence of renewal is a material breach of contract.

All certificates required by this Contract shall be sent directly to **Gila County Purchasing Department, 1400 E. Ash St., Globe, AZ, 85501** or email to [dsgroi@co.gila.az.us](mailto:dsgroi@co.gila.az.us). The County project/contract number and project description shall be noted on the certificate of insurance. The County reserves the right to require complete, certified copies of all insurance policies required by this Contract at any time.

F. **SUBCONTRACTORS:** Contractors' certificate(s) shall include all subcontractors as additional insured's under its policies or Contractor shall furnish to the County separate certificates and endorsements for each subcontractor. All coverage's for subcontractors shall be subject to the minimum requirements identified above.

- G. **APPROVAL:** Any modification or variation from the insurance requirements in this Contract shall be made by the County Attorney, whose decision shall be final. Such action will not require a formal Contract amendment, but may be made by administrative action.

**ARTICLE 5 - LEGAL ARIZONA WORKERS ACT COMPLIANCE:** Contractor hereby warrants that it will at all times during the term of this Contract comply with all federal immigration laws applicable to Contractor's employment of its employees, and with the requirements of A.R.S. § 23-214 (A) (together the "State and Federal Immigration Laws"). Contractor shall further ensure that each subcontractor who performs any work for Contractor under this contract likewise complies with the State and Federal Immigration Laws. County shall have the right at any time to inspect the books and records of Contractor and any subcontractor in order to verify such party's compliance with the State and Federal Immigration Laws.

Any breach of Contractor's or any subcontractor's warranty of compliance with the State and Federal Immigration Laws, or of any other provision of this section, shall be deemed to be a material breach of this Contract subjecting Contractor to penalties up to and including suspension or termination of this Contract. If the breach is by a subcontractor, and the subcontract is suspended or terminated as a result, Contractor shall be required to take such steps as may be necessary to either self-perform the services that would have been provided under the subcontract or retain a replacement subcontractor as soon as possible so as not to delay project completion.

Contractor shall advise each subcontractor of County's rights, and the subcontractor's obligations, under this Article by including a provision in each subcontract substantially in the following form: "Subcontractor hereby warrants that it will at all times during the term of this contract comply with all federal immigration laws applicable to Subcontractor's employees, and with the requirements of A.R.S. § 23-214 (A). Subcontractor further agrees that County may inspect the Subcontractor's books and records to insure that Subcontractor is in compliance with these requirements. Any breach of this paragraph by Subcontractor will be deemed to be a material breach of this contract subjecting Subcontractor to penalties up to and including suspension or termination of this contract."

Any additional costs attributable directly or indirectly to remedial action under this Article shall be the responsibility of Contractor. In the event that remedial action under this Article results in delay to one or more tasks on the critical path of Contractor's approved construction or critical milestones schedule, such period of delay shall be deemed excusable delay for which Contractor shall be entitled to an extension of time, but not costs.

#### **ARTICLE 6- WARRANTY**

Contractor expressly warrants that all goods or services furnished under this agreement shall conform to all specifications and appropriate standards, will be new, and will be free from defects in material or workmanship. Contractor warrants that all such goods or services will conform to any statements made on the containers or labels or advertisements for such goods, or services, and that any goods will be adequately contained, packaged, marked and labeled. Contractor warrants that all goods or services furnished hereunder will be merchantable, and will be safe and appropriate for the purpose for which goods or services of that kind are normally used. If Contractor knows or has reason to know the particular purpose for which County intends to use the goods or services, Contractor warrants that such goods or services will be fit for such particular purpose. Contractor warrants that goods or services furnished will conform in all respects to samples. Inspection, test, acceptance of use of the goods or services furnished hereunder shall not affect the Contractor's obligation under this warranty, and such warranties shall survive inspection, test, acceptance and use. Contractor's warranty shall run to County, its successors, and assigns. Contractor agrees to replace or correct, at Contractor's sole cost and expense, defects of any goods or services not conforming to the foregoing warranty, or improperly installed, as well as guarantee to the County and to the Owner, against liability, losses or damage to any or all parts of the work arising from said installation during a period of two (2) years from date of completion. All guarantees will inure to

the benefit of the County and the Owner, their successors or assigns, including equipment warranties, ordinary wear and tear and unusual abuse or neglect excepted.

In the event of failure of Contractor to correct defects in or replace nonconforming goods or services promptly, County, after reasonable notice to Contractor, may make such corrections or replace such goods and services and charge Contractor for the cost incurred by the County in doing so. Contractor recognizes that County's requirements may require immediate repairs in reworking of defective goods, without notice to the Contractor. In such event, Contractor shall reimburse County for those costs, delays, or other damages which County has incurred.

**ARTICLE 7 - LAWS AND ORDINANCES:** This agreement shall be enforced under the laws of the State of Arizona. Contractor shall maintain in current status all Federal, State and Local licenses and permits required for the operation of the business conducted by the Contractor. The Contractor shall comply with the applicable provisions of the Americans with Disabilities Act (Public Law 101-336, 42 U.S.C. 12101-12213) and applicable federal regulations under the Act.

**ARTICLE 8 - CANCELLATION:** This agreement is subject to cancellation pursuant to A.R.S. §38-511. If the Agreement is terminated, the county shall be liable only for payment for services rendered and accepted material received by the County before the effective date of termination.

**ARTICLE 9 - RELATIONSHIP OF THE PARTIES:** Contractor is an independent contractor of the County. Contractor represents that he has or will secure, at his own expense, all personnel required in performing the services under this contract. Such personnel shall not be employees of or have any contractual relationship with the County. All personnel engaged in work under this contract shall be fully qualified and shall be authorized or permitted under State and local law to perform such services. Contractor warrants that he has obtained or will obtain Worker's Compensation Insurance for his employees working on this contract and that any subcontractors will likewise obtain Worker's Compensation Insurance for of their employees working on this contract. It is further agreed by Contractor that he shall obey all state and federal statutes, rules, and regulations which are applicable to provisions of the services called for herein. Neither Contractor nor any employee of the Contractor shall be deemed an officer, employee, or agent of the County.

**ARTICLE 10 - NON-APPROPRIATIONS CLAUSE:** Contractor acknowledges that the County is a governmental entity, and the contract validity is based upon the availability of public funding under its authority. In the event that public funds are unavailable and not appropriated for the performance of County's obligations under this contract, then this contract shall automatically expire without penalty to County after written notice to Contractor of the unavailability and non-appropriation of public funds. It is expressly agreed that the County shall only activate this non-appropriation provision as an emergency fiscal measure. The County shall not activate this non-appropriation provision for its convenience, to circumvent the requirements of this contract, or to enable the County to contract with another Contractor for the same supplies or services covered under this Addendum.

**ARTICLE 11 - ENTIRE CONTRACT CLAUSE:** The Contractor and the County have read this Contract and agree to be bound by all of its terms, and further agree that it constitutes the entire contract between the two parties and may only be modified by a written mutual contract signed by the parties. No oral agreement or oral provision outside this Contract shall have any force or effect.

**ARTICLE 12 - NON-WAIVER OF ENFORCEABILITY:** Failure of the County to enforce, at any time, any of the provisions of this Contract, or to request at any time performance by Contractor of any of the provisions hereof, shall in no way be construed to be a waiver of such provisions, nor in any way affect the validity of this contract or any part thereof, or the right of the County to enforce each and every provision

**ARTICLE 13 - GOVERNING LAW:** Both parties agree that this Contract shall be governed by the laws of the state of Arizona. The parties further agree that the jurisdiction for any legal disputes arising out of this Contract shall be the Superior Court of the State of Arizona. The parties agree that even if this Contract does not specifically reference any provision required by state or federal law, those state and federally required provisions are incorporated into this Contract by this reference as though they were specifically listed herein.

**ARTICLE 14- TERM:** The term of the Contract shall commence upon award and remain in effect for a period of sixty days.

**ARTICLE 15 - PAYMENT/BILLING:** Contractor shall be paid a fee for completion of the projects as outlined in the Scope of Services. Fee shall include the total amount on Attachment "A" to Service Agreement No. 072513, of \$3,566.71.

All invoices shall be submitted to Gila County Accounts Payable, 1400 E. Ash St, Globe, Arizona and include the following information:

- Purchase Order Number
- Contract Number
- Invoice Number
- Service Location
- Vendor Name and Address
- Description of Service

Any alterations to the scope of work resulting in a change in cost must have prior written approval by the County. Any unauthorized work may result in non-payment to the vendor.

Gila County employs a "Net 15" payment term for services meaning the payment will be issued fifteen (15) days from the date the County receives the invoice from the Contractor. Purchase orders sent to the Contractor reflect these terms and conditions.

The Contractor shall have a current I.R.S. W-9 form on file with the County unless not required by law. The County shall not remit payment if the Contractor does not have a current W-9.

**IN WITNESS WHEREOF,** Service Agreement No. 072513 has been duly executed by the parties hereinabove named, on the date and year first above written.

GILA COUNTY

  
Don E. McDaniel Jr., County Manager

Date: 8/7/13

PUEBLO MECHANICAL & CONTROLS, INC.

  
Signature

Bernard Papken  
Print Name



(800) 840-9170

**PROPOSAL – Replace the compressor on the Walk-in Freezer****From:** Pueblo Mechanical and Controls, Inc.**Date:** 7/25/13

Attn: David Horn  
Gila County Jail  
1400 E Ash St  
Gila, County AZ 85501  
928-961-3726

Dear David Horn,

Pueblo Mechanical and Controls is pleased to provide the following scope for the replacement of the compressor on the walk-in Freezer.

- Recover the refrigerant charge.
- Remove and replace the existing compressor, contactor and liquid line drier.
- Flush contaminates with flush kit due to burn out.
- Leak check with nitrogen.
- Pull system into vacuum and recharge with 25 lbs of R404A.
- Start up the system and check for proper operation and log the unit out.

**We Exclude The Following:**

- Repair or replacement of any existing device to be found inoperable.

Complete material, service, and labor sub total:	\$ 3,377.88
Mandated applicable taxes (5.590):	\$ 188.82
Bonding [If required]:	\$ 0000.00
<b>Total Cost:</b>	<b>\$ 3566.71</b>

**Note: Progress billing authorized when/if required due to project timeline**

All projects over \$50,000 must be individually bonded, projects under this amount are at the discretion of the customer; if the project is under \$50,000 by accepting this proposal you agree to waive bonding for this project. If you require bonding please contact Pueblo Mechanical immediately and we will provide quote for the bonding amount.

We look forward to providing this important service please call if you have any questions.

Sincerely,

Bernie Popken  
520-545-1044 Fax 520-545-1048  
[Bernie@pueblo-mechanical.com](mailto:Bernie@pueblo-mechanical.com)

**ALL PRICES QUOTED ABOVE ARE GOOD FOR 90 DAYS**

Mohave JOC #09D-PMAC2-0902 • AZ State JOC #ADSP011-009974 • TCPN #R5044 • 1GPA #13-80  
6771 E. Outlook Dr. • Tucson, AZ 85756 • Office - (520) 545-1044 • Fax - (520) 545-1048  
[www.pueblo-mechanical.com](http://www.pueblo-mechanical.com)

AZ LIC: K-39 # ROC176640 • AZ LIC: B-01 # ROC173953 • AZ LIC: K-74 # ROC260462



(800) 840-9170

**Acceptance of Proposal:** The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified.

*Don E. McDaniel, Jr.* 8/7/13

Name Don E. McDaniel, Jr., County Manager

Signature

Date

Due to the high cost of equipment and/or extended nature of this project progress billing may be required; if a purchase order is created for this project the owner agrees to accept progress billing for demonstrated and verifiable completed work and/or arrival of equipment items pending installation.

**ALL PRICES QUOTED ABOVE ARE GOOD FOR 90 DAYS**

Mohave JOC #09D-PMAC2-0902 • AZ State JOC #ADSP011-009974 • TCPN #R5044 • 1GPA #13-80  
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[www.pueblo-mechanical.com](http://www.pueblo-mechanical.com)

AZ LIC: K-39 # ROC176640 • AZ LIC: B-01 # ROC173953 • AZ LIC: K-74 # ROC260462



### **AMENDMENT NO. 1**

The following amendments are hereby incorporated into the contract documents for the below stated project:

## **PROFESSIONAL SERVICE AGREEMENT NO. 041412 COMMUNITY HEALTH NURSING**

**CHRISTINE McCOWN, R.N.**

Effective June 06, 2012, Gila County and Christine McCown, R.N. entered into a contract whereby Christine McCown, R.N. agreed to provide Community Health Nursing in strict compliance with the ADHS Contract, to Gila County. Per Article 14 of the contract, this period may be renewed by Gila County, at its' sole option, for two (2) additional one (1) year periods.

The contract expires June 30, 2013. Per page 5, Article 11 - Term: The subcontractor agrees that Gila County shall have the right, at its sole option, to renew the agreement for two (2) additional one (1) year periods. The parties hereby agree to exercise this option and agree to extend the contract term for one (1) year from July 01, 2013, to June 30, 2014.

Contractor will continue to bill for services pursuant to Article 2 - Fees, Page 2 of Professional Service Agreement No. 041412, but in no event shall charges for the July 01, 2013 to June 30, 2014 extension exceed \$11,100.00 without prior written agreement of the County.

All other terms and conditions of the original agreement shall remain in full force and affect during the term of the contract.

**IN WITNESS WHEREOF**, two (2) identical counterparts of this amendment, each which shall include original signatures and for all purposes be deemed an original thereof, have been duly executed by the parties hereinabove named, on this 14th day of AUGUST, 2013.

**GILA COUNTY**

  
Don E. McDaniel, Jr., County Manager

**CONTRACTOR**

**CHRISTINE McCOWN, R.N.**

  
Authorized Signature

C A McCOWN  
Print Name



### **AMENDMENT NO. 1**

The following amendments are hereby incorporated into the contract documents for the below stated project:

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### **PROFESSIONAL SERVICES CONTRACT NO. 060613 OPERATIONAL REVIEW CONSULTANT**

Effective June 25, 2013, Gila County and Terry Doolittle entered into a contract whereby Terry Doolittle agreed to provide Consultant services on an as needed basis.

The contract was issued to Terry Doolittle. At the time the contract was issued, Mr. Doolittle was in the process of setting up a corporation for his consulting services. That process has now been completed and TD Government Solutions, Inc. has been registered with and approved by the Arizona Corporation Commission.

Amendment No. 1 is being issued to change the name of the entity Gila County has contracted with on Professional Services Contract No. 060613, from Terry Doolittle to TD Government Solutions, Inc. There are no other changes to Professional Services Contract no. 060613, at this time.

All other terms and conditions of the original agreement shall remain in full force and affect during the term of the contract.

**IN WITNESS WHEREOF**, two (2) identical counterparts of this amendment, each which shall include original signatures and for all purposes be deemed an original thereof, have been duly executed by the parties hereinabove named, on this 14TH day of AUGUST, 2013.

**GILA COUNTY:**

  
Don E. McDaniel, Jr., County Manager

**TD GOVERNMENT SOLUTIONS, INC.**

  
Authorized Signature

Terry Doolittle  
Print Name

\* ATTACHMENT 'A' BY MENTION MADE A BINDING  
PART OF THIS AGREEMENT AS SET FORTH HEREIN



BT Conferencing Video, Inc.  
11400 Westmoor Circle  
Suite 225  
Westminster, CO 80021

Sales Rep: Mark Manning  
Phone: (720) 888-8761  
Fax: (415) 862-5951  
Email: mark.manning2@bt-renewals.com

### Quote 3 Year Renewal

Quote #: 135090.01  
Date: 05/03/2013

Bill To:  
Gila Superior Court  
1400 E. Ash St.  
Globe, AZ  
85501  
United States  
Eloise Price  
928 402 8680  
eprice@courts.az.gov

Ship to:  
Gila Superior Courts  
1400 E. Ash St.  
Globe, AZ  
85501  
United States  
Eloise Price  
928 402 8680  
eprice@courts.az.gov

Our Remit To Address is:  
BT Conferencing Video Inc  
Dept CH 18399  
Palatine, IL 60055-9399  
303-448-7853

Wire/Electronic Remittance  
Instructions:  
Bank Name: Citizens Bank  
Account Number: 4009650981  
Name on Account: BT Conferencing  
Video Inc  
Routing/ABA Number: 021313103  
Swift Code: CTZIUS33

Qty	Mfg Part #	Description	Unit Price	Est Price
1	SVC-RM-3Y-PVSX3	BT Conferencing Support One Care Remote for Polycom VSX 3000, 3 Year 8207200835BEB1 Coverage Period: 06/15/2013 - 06/14/2016	\$1,660.00	\$1,660.00
1	SVC-RM-3Y-PVSX7-MC-S3	BT Conferencing One Care Remote for Polycom VSX 7000 Series Media Cart Bundle, 1-32in LCD, 3 Yr 8207200835BEB1 Coverage Period: 06/15/2013 - 06/14/2016	\$2,770.00	\$2,770.00
2				
			Subtotal	\$4,430.00
			Total	\$4,430.00

Notes: Submit a copy of payment directly to Mark Manning:  
mark.manning2@bt-renewals.com or fax: (415) 962-5951 Attn: Mark Manning

#### REMOTE ONECARE

- 24x7x365 Help Desk Support
- Help Desk staffed by over 50 manufacturer-certified technicians
- Redundant Help Desks in Denver, Philadelphia and London
- Next business day failed parts replacement
- After Hours Emergency Help Desk Support
- Software Updates and Upgrades

- Access to our 24x7 video testing facilities
- Access to automated trouble ticket system and reporting

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To renew support, please choose one of the following options:

- Issue a Purchase Order. Purchase order should be made out to BT Conferencing Video Inc., and should include ship to and bill to address(es), as well as tax-exempt ID (if applicable).
- Complete the online Credit Card renewal process.
- Sign the quote and send a quick email stating "It is currently Gila Superior Court's policy to not issue a Purchase Order. We therefore agree to be invoiced according to BT Conferencing Quote #136090".

#### QUOTE TERMS AND CONDITIONS:

Any sales of equipment, BT services, or manufacturer's maintenance or installation services under this Quote shall be governed by the Master Service Agreement between Customer and BTCV then in effect. If a Master Service Agreement is not currently in effect, then BT's standard terms to be found at <http://www.btconferencing.com/about-us/terms-and-conditions/> and the manufacturer's maintenance or installation service description found on the manufacturer's website and/or provided shall apply.

If applicant chooses to change Service Providers for any reason, prior to the completion of this contract with BT Conferencing Video Inc., applicant will be subject to a 25% fee of the total contract amount.

#### Pricing:

Shipping, Taxes, handling charges, VAT or Customs charges are not included in the quoted price unless explicitly identified on the quote.

The cost of freight and in-transit insurance incurred by BT Conferencing Video Inc. will appear as an additional charge on Customer's invoice

All equipment sales are FOB origin, shipping prepaid and added

Quotes are valid for 30 days.

Pricing shown is for units sold and shipped in the United States unless otherwise stated.

Invoice terms are net 30 days.

Additional network connectivity may be required for activation of Remote Equipment Monitoring as a stand alone service or bundled with One Care Plus. Network fees are not included unless otherwise stated.

#### Installations:

Equipment and services may be invoiced separately depending on installation schedules.

It is your responsibility to prepare sites for installation prior to a scheduled installation date. Site preparation includes all facility requirements including network. In the event the site is unprepared at the time of scheduled installation and a return visit is required, you will be billed a 2nd trip charge of \$1500.

Installations cancelled with less than 72 hours notice are subject to a \$1500 installation fee.

All installations must be completed within 4 months from the order date or an invoice will be sent, excluding installation.

BT Conferencing Video Inc. standard lead time for installation services is 30 days from the date of order release.

Installation services include system orientation for up to 1 hour performed by a Field Engineer.

#### Returns:

Custom products are non-returnable and may require a non-refundable deposit.

Returns are subject to a minimum re-stocking fee of 25% of the list price of the items being returned. No defective item may be returned without prior RMA approval from BT Conferencing Video Inc. Any return must be received by BT Conferencing Video Inc., or the manufacturer where applicable, within 15 calendar days of delivery or you will be invoiced for the defective item at the current published MSRP price.

#### Warranty & Maintenance Agreements:

Standard Manufacturer warranties apply on all equipment.

All equipment warranties shall commence upon delivery of the equipment to the customer site.

BT Conferencing Video Inc. maintenance coverage begins on the date of the service invoice. Maintenance coverage is billed in advance annually.

Any special warranty terms other than BT Conferencing Video Inc. standard offerings are warranted only by the manufacturer and its terms and conditions. You are responsible for special warranty work unless specifically covered under a BT Conferencing Video Inc. Maintenance contract.

BT Conferencing Video Inc. does not cover 'burn-in' on plasmas or similar flat panel monitors

Service Level Agreements are available on custom One Care programs only and are not included in the standard offer.  
No replacement item may be returned without prior RMA approval from BT Conferencing Video Inc. Any such return must be received by BT Conferencing Video Inc., or the manufacturer where applicable, within 16 calendar days of delivery or you will be invoiced for the defective part replacement at the current published MSRP price.

This Quote is not binding on BT Conferencing Video Inc. until accepted by BT Conferencing Video Inc. by signature of its representative below.

This Quote is confidential between the customer and BT Conferencing Video Inc. and may not be shown or distributed without prior written approval from BT Conferencing Video Inc.

BY EXECUTING THIS ORDER FORM THE UNDERSIGNED PARTIES ACKNOWLEDGE AND AGREE TO THE TERMS AND CONDITIONS OF THIS QUOTE ORDER FORM AND NO OTHER TERMS AND CONDITIONS, SPECIFICALLY ANY PRE-PRINTED TERMS AND CONDITIONS ON OR PROVIDED WITH ANY PURCHASE ORDER SHALL APPLY.

BT Conferencing Video, Inc.

Authorized Signature

MARK MANUJIN 8-9-2013

Print Name

Date

Customer

Authorized Signature

DON E. McDANIEL, JR. 8/19/13

Print Name

Date

COUNTY MANAGER

## ATTACHMENT "A"

**Anti-Terrorism Warranty:** Pursuant to A.R.S. ~~§35-393.06(B)~~ and 35-391.06(A) the Contractor certifies that it does not have scrutinized business operations in Iran or Sudan and that they are in compliance with the Export Administration Act and not on the Excluded Parties List.

**Legal Arizona Workers Act Compliance:** Firm hereby warrants that it will at all times during the term of this Contract comply with all federal immigration laws applicable to Firm's employment of its employees, and with the requirements of A.R.S. § 23-214 (A) (together the "State and Federal Immigration Laws"). Firm shall further ensure that each subcontractor who performs any work for Firm under this contract likewise complies with the State and Federal Immigration Laws.

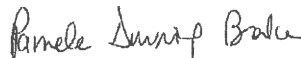
County shall have the right at any time to inspect the books and records of Firm and any subcontractor in order to verify such party's compliance with the State and Federal Immigration Laws.

Any breach of Firm's or any subcontractor's warranty of compliance with the State and Federal Immigration Laws, or of any other provision of this section, shall be deemed to be a material breach of this Contract subjecting Firm to penalties up to and including suspension or termination of this Contract. If the breach is by a subcontractor, and the subcontract is suspended or terminated as a result, Firm shall be required to take such steps as may be necessary to either self-perform the services that would have been provided under the subcontract or retain a replacement subcontractor as soon as possible so as not to delay project completion.

Firm shall advise each subcontractor of County's rights, and the subcontractor's obligations, under this Article by including a provision in each subcontract substantially in the following form: "Subcontractor hereby warrants that it will at all times during the term of this contract comply with all federal immigration laws applicable to Subcontractor's employees, and with the requirements of A.R.S. § 23-214 (A). Subcontractor further agrees that County may inspect the Subcontractor's books and records to insure that Subcontractor is in compliance with these requirements. Any breach of this paragraph by Subcontractor will be deemed to be a material breach of this contract subjecting Subcontractor to penalties up to and including suspension or termination of this contract."

**Cancellation:** This agreement is subject to cancellation pursuant to A.R.S. §38.511.

BT Conferencing Video, Inc.



Individual Authorized to Sign

Pamela D. Brake

Print Name

Head of Legal

Title

26 July 2013

Date

**AGREEMENT  
BETWEEN  
GILA COUNTY  
AND  
RIM COUNTRY ARIZONANS FOR CHILDREN, INC.**

This is an agreement between Gila County, hereinafter referred to as the **County** and the Rim Country Arizonans for Children, Inc, hereinafter referred to as the **Organization**:

**1. Purpose and Scope**

The Rim Country Arizonans for Children, Inc. is a charitable, non-profit Organization for the benefit of children and families in the Payson area. They are a 501(c)3 Organization registered with the Arizona Corporation Commission and maintain a federal tax exempt status. The Organization supports children and families that participate in the Payson Assisting Displaced Students (P.A.D.S.) program. P.A.D.S. is an affiliate of the Organization.

The County will provide to the Organization an economic development grant of \$10,000. The purpose of these funds will be for economic development activity which is operated and maintained within the boundaries of the County and has been determined to be for the benefit of the public per A.R.S. § 11\_254 and A.R.S. § 11\_254.04.

The Organization fully understands that the contributions provided by the County shall be used for economic development in providing financial assistance for P.A.D.S. The P.A.D.S. program exists to help find safe and stable homes for homeless students who are living in the Northern Gila County area. The P.A.D.S. program has recently expanded to include assisting disadvantaged families.

**2. Term**

This agreement will be satisfied when the Organization has provided the County with documentation that the economic development grant has been used to assist the P.A.D.S. program.

**3. General Terms and Conditions**

**Legal Arizona Workers Act Compliance:** The Organization hereby warrants that it will at all times during the life of this agreement comply with all federal immigration laws applicable to the employment of their employees, and with the requirements of A.R.S. §23-214(A) (together with the "State and Federal Immigration Laws"). The Organization shall further ensure that each subcontractor who performs any work for the Organization under this contract likewise complies with the State and Federal Immigration Laws. The County shall have the right at any time to inspect the books and records of any subcontractor in order to verify such party's compliance with the State and Federal Immigration Laws. Any breach of the Organization's or

any subcontractor's warranty of compliance with the State and Federal Immigration Laws , or of any other provision of this section, shall be deemed to be a material breach of this Contract. If the breach is by a subcontractor, and the subcontract is suspended or terminated as a result, the Organization shall be required to take such steps as may be necessary to either self-perform the services that would have been provided under the subcontract or retain a replacement subcontractor as soon as possible so as not to delay project completion. The Organization shall advise each subcontractor of the County's rights, and the subcontractor's obligations, under this Article by including a provision in each subcontract substantially in the following form: "Subcontractor hereby warrants that it will at all times during the term of this contract comply with all federal immigration laws applicable to Subcontractor's employees, and with the requirements of A.R.S. §23-214(A). Subcontractor further agrees that the County may inspect the Subcontractor's books and records to insure that the Subcontractor is in compliance with these requirements. Any breach of this paragraph by Subcontractor will be deemed to be a material breach of this contract subjecting Subcontractor to penalties up to and including suspension or termination of this contract."

***Notices & Demands:*** All notices or demands upon the Parties shall be in writing and sent to:

Rim Country Arizonans for Children, Inc.  
Marguerite Turlukis, President  
1105 N. Easy Street  
Payson, Arizona 85541  
Tax ID No.: 46-0507445

Gila County  
Tommie C. Martin, Supervisor, District I  
610 E. Highway 260  
Payson, Arizona 85541

#### **4. Indemnification**

The Organization shall indemnify, defend, save and hold harmless the County of Gila and its officers, officials, agents, and employees (hereinafter referred to as "Indemnatee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys' fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as "Claims") for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of the Organization or any of its owners, officers, directors, agents, employees or subcontractors. This indemnity includes any claim or amount arising out of or recovered under the Workers' Compensation Law or arising out of the failure of such the Organization to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. It is the specific intention of the parties that the Indemnatee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnatee, be indemnified by the Organization from and against any and all claims. It is agreed that the Organization will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable. In consideration of the award of this contract, the Organization agrees to waive all rights of subrogation against the County, its officers, officials, agents and employees for losses arising from the work performed by the Organization for the County.

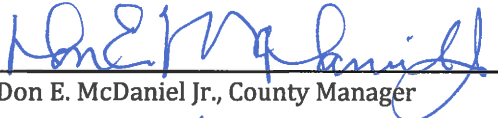
#### **5. Cancellation**

This agreement is subject to the cancellation provisions of A.R.S. §38-511.

**6. Entire Agreement**

Except as expressly provided otherwise herein, the Agreement represents the entire agreement between the parties.

**GILA COUNTY**

  
\_\_\_\_\_  
Don E. McDaniel Jr., County Manager

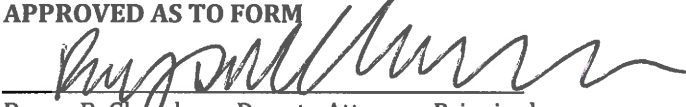
Date: 8/15/13

**RIM COUNTRY ARIZONANS FOR CHILDREN, INC.**

  
\_\_\_\_\_  
Marguerite Turlukis, President

Date: 8/13/13

**APPROVED AS TO FORM**

  
\_\_\_\_\_  
Bryan B. Chambers, Deputy Attorney Principal  
for Bradley D. Beauchamp, County Attorney